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MONTHLY REPORT

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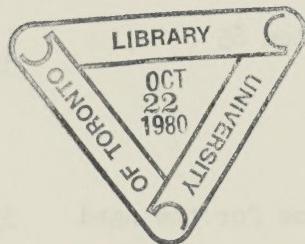
JANUARY 1962

ONTARIO LABOUR RELATIONS BOARD



PART 1
CASE LISTINGS

A GRAY
COMITTEE CARD



APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD DURING JANUARY 1962

Bargaining Agents Certified During January
No Vote Conducted

1508-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Borden Company Limited (Respondent)

Unit: "all employees of the respondent at Sudbury, save and except branch manager, persons above the rank of branch manager, persons regularly employed for not more than 24 hours per week, students hired for the school vacation period and office staff." (2 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that J. Nevills does not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is an employee of the respondent included in the bargaining unit."

Board Member, H.F. Irwin dissented and said:

"I dissent. I find that J. Nevills exercises managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and should be excluded from the bargaining unit. If J. Nevills were excluded, the bargaining unit would consist of not more than one employee and, under the provisions of section 6 (1) of the Act, I would, therefore, have dismissed the application."

1978-61-R: Amalgamated Meat Cutters and Butcher Workmen of N.A., AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent in its meat departments in its stores at Niagara Falls." (5 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the meat department manager does not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is an employee of the respondent included in the bargaining unit."

Board Member, H.F. Irwin dissented and said:

"I dissent. I find that the meat department manager exercises managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is not included in the bargaining unit. I would also exclude from the bargaining unit persons regularly employed for not more than 24 hours per week."

1979-61-R: Amalgamated Meat Cutters & Butcher Workmen of N.A., AFL-CIO Food Handlers Local Union 175 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent at Niagara Falls, save and except store manager, persons above the rank of store manager, meat department employees, office staff, persons regularly employed for not more than 24 hours per week and students employed in off school hours and during school vacation periods." (11 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the produce manager and the grocery manager do not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and are employees of the respondent included in the bargaining unit.

Having regard to the agreement of the parties, the Board declares that persons training for the position of store manager are not included in the bargaining unit."

Board Member, G. Russell Harvey dissented and said:

"I dissent. I find that persons training for the position of store manager are performing similar duties to other employees in the bargaining unit and do not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and are employees of the respondent included in the bargaining unit."

2243-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Wootton Cartage (Respondent)

Unit: "all employees of the respondent in Toronto, save and except foremen, persons above the rank of foreman and office staff." (16 employees in the unit).

2252-61-R: Lumber and Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Frant Timber Limited (Respondent)

Unit: "all employees of the respondent in its woods operation within a radius of fifteen miles of the Hamlet of Elizabeth in the District of Rainy River, save and except foremen, persons above the rank of foreman, office and sales staff, scalers and tallymen." (10 employees in the unit).

2253-61-R: Lumber and Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. F. F. Gailling (Respondent)

Unit: "all employees of the respondent in its woods operation in the areas described in Licenses to cut Crown timber #D 641 #D 1484 #D 1509 and #D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, scalers and tallymen." (15 employees in the unit).

Board Member D.B. Archer dissented and said:

"I dissent. I believe the time has come because of the continued moving of location and changing of sub-contractors, to certify for all employees of a particular contractor or sub-contractor regardless of geographic area. To force the union to come back every year seeking certification for a new sub-contractor or the old sub-contractor in a different area is being used, in my opinion, to evade the intent of the Act and is failing to bring about the desired stability in labour relations."

2255-61-R: United Brotherhood of Carpenters and Joiners of America Local Union 1669 (Applicant) v. Hill-Clark-Francis Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent at the Defence Construction 1951 Limited Radar Improvement Station project at Armstrong, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

2370-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. Seven Up (Sudbury) Bottling Company Limited (Respondent)

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman, route supervisors and office staff."
(6 employees in the unit).
(UNIT AGREED TO BY THE PARTIES).

2382-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. The Frid Construction Company Limited (Respondent)

The Board endorsed the Record in part as follows:

"The respondent submitted that this application for certification was barred by a collective agreement, made on October 31, 1961, between the respondent and Local 2173, United Brotherhood of Carpenters and Joiners of America. Mr. D.K. Frid, vice-president of the respondent, gave evidence that, following discussions with officers of Local 2173, he received a letter from the financial secretary of Local 2173 with two copies of a collective agreement, each signed by the financial secretary, and two copies of an appendix covering travel allowances, each also signed by the financial secretary. Mr. Frid testified that he made several changes in the agreement before he signed the two copies, that he did not sign the two copies of the appendix, and that he returned one copy of the agreement, as amended and signed, to the financial secretary of Local 2173. He testified further that he received no acknowledgment from Local 2173 concerning the agreement but was informed orally by the financial secretary that the latter "wanted to take it up with the Local". On the basis of the evidence before us, we find that the respondent and Local 2173 did not enter into a collective agreement on October 31, 1961. Accordingly, we find that this application is not barred by a collective agreement to which the respondent is a party."

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at its Ontario Government School for the Deaf project in the county of Halton, save and except foremen and persons above the rank of foreman."
(45 employees in the unit).

2468-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Dising Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff."
(25 employees in the unit).

2492-61-R: Local 869 International Union of Operating Engineers (Applicant) v. Metropolitan Life Insurance Company (Respondent)

Unit: "all stationary engineers and persons primarily engaged as their helpers employed in the boiler room of the respondent at its premises at Wellington and Bank Streets, Ottawa, save and except the chief engineer."
(7 employees in the unit).

2560-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local 183, (Applicant) v. Robinson Contracting Co. (Hamilton) Limited (Respondent)

Unit: "all construction labourers of the respondent employed within a twenty-five mile radius from the Toronto City Hall, save and except non-working foremen, persons above the rank of non-working foreman and shop and yard employees." (8 employees in the unit).

2573-61-R: Local Union No. 1597, C.L.C. (Applicant) v. Regent Equipment Manufacturing Company, Division of Marquette Equipment Canada Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, engineering staff and office and sales staff."
(38 employees in the unit).
(UNIT AGREED TO BY THE PARTIES).

2577-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Metropolitan Masonry Limited (Respondent)

Unit: "all employees employed by the respondent on its Hershey Chocolate Project at Smiths Falls, save and except foremen, persons above the rank of foreman, office and sales staff and persons bound by a subsisting collective agreement to which the respondent is a party."
(9 employees in the unit).

2578-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. C. Poupart Limited (Respondent)

Unit: "all employees of the respondent at its Hershey Chocolate Project at Smiths Falls, save and except foremen, persons above the rank of foreman, office and sales staff and persons bound by a subsisting collective agreement to which the respondent is a party."
(3 employees in the unit).

2582-61-R: United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC (Applicant) v. Hardifoam Products Limited (Respondent)

Unit: "all employees of the respondent at its plant in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff."
(29 employees in the unit).

2619-61-R: Chatham General Workers Union Local 330, C.L.C. (Applicant) v. Interprovincial Freezers Ltd. (Chatham) (Respondent)

Unit: "all employees of the respondent at Chatham, save and except foremen, chief engineer, persons above the rank of foreman and chief engineer, office and sales staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period."
(7 employees in the unit).

2621-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Westland Products Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Burlington, save and except foremen, persons above the rank of foreman and office and sales staff."
(10 employees in the unit).

2651-61-R: International Woodworkers of America (Applicant) v. Mac Craft Industries (Respondent)

Unit: "all employees of the respondent at Wilberforce, save and except foremen, persons above the rank of foreman and office staff." (30 employees in the unit).

2695-61-R: Local Union 2028, International Brotherhood of Electrical Workers, AFL-CIO-CLC (Applicant) v. The Hydro-Electric Commission of the Town of Ajax (Respondent)

Unit: "all office staff of The Hydro-Electric Commission of the Town of Ajax, save and except manager, persons above the rank of manager and secretary to the manager." (4 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes the agreement of the parties that the bookkeeper is an employee of the respondent included in the bargaining unit."

Certified Subsequent to Pre-Hearing Vote

2372-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Pulsifer Construction Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent at the Nickel Mining and Smelting Project at Gordon Lake in the district of Kenora, save and except non-working foremen and persons above the rank of non-working foreman." (16 employees in the unit).

Number of names of revised eligibility list	12
Number of ballots cast	14
Number of segregated ballots (not counted)	2
Number of ballots marked in favour of applicant	10
Number of ballots marked as opposed to applicant	2

2491-61-R: Canadian Union of Operating Engineers (Applicant) v. International Harvester Company of Canada Limited (Respondent) v. Local 944, International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers, firemen and persons regularly engaged as their helpers employed by the respondent in its power house at Chatham, save and except the chief engineer." (9 employees in the unit).

Number of names on eligibility list	9
Number of ballots cast	9
Number of ballots marked in favour of applicant	7
Number of ballots marked in favour of intervener	2

2516-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. Essex Metal Industries Limited (Respondent)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman and office staff." (14 employees in the unit).

Number of names on eligibility list	14
Number of ballots cast	14
Number of ballots marked in favour of applicant	9
Number of ballots marked as opposed to applicant	4
Number of ballots segregated (not counted)	1

2559-61-R: Canadian Union of Operating Engineers (Applicant) v. The Borden Company Limited (Respondent)

Unit: "all stationary engineers and persons primarily engaged as their helpers employed by the respondent in its boiler rooms and compressor rooms at Belmont, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of International Union of Operating Engineers, Local 944 (Incumbent)	0

2588-61-R: The Canadian Union of Operating Engineers (Applicant) v. Ferranti-Packard Electric Ltd. (Respondent) v. Draftsmen's Association of Ontario, Local 164, American Federation of Technical Engineers, A.F.L., C.I.O., C.L.C. (Intervener)

Unit: "all stationary engineers employed in the boiler house of the respondent at its plant in Metropolitan Toronto." (5 employees in the unit).

Number of names on eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of applicant	5
Number of ballots marked in favour of National Union of Operating Engineers of Canada Local 14922 (Incumbent)	0

Certified Subsequent to Post-Hearing Vote

898-60-R: Amalgamated Lithographers of America, Local 12 (Applicant) v. Collett-Sproule Boxes Limited (Respondent) v. Collett Sproule Employees' Association (Intervener)

Unit: "all lithographers, their apprentices and helpers in the employ of the respondent in Metropolitan Toronto, save and except foremen and persons above the rank of foreman."

On November 16, 1961, the Board endorsed the Record as follows:

"We are satisfied that B. Darnbrough, T. Spaul, B. Pennino and R. Roberge are not persons whom the Board would normally include in a craft unit "as persons associated in their work and bargaining with such group" within the meaning of section 6 (2) of The Labour Relations Act. On the other hand, we are equally satisfied that A. Hischer and K. Hilfer fall into this classification.

We are also satisfied that the evidence with respect to the interchange and integration of the lithographic "crew members" proper does not establish that they work regularly both on litho and letter press operations.

In these circumstances and having regard to all other evidence before the Board, we are unable to conclude that this is a proper case in which to exercise our discretion and refuse to find a craft unit as an appropriate bargaining unit under section 6 (2) of The Labour Relations Act.

For the purposes of clarity, the Board declares that B. Darnbrough, T. Spaul, B. Pennino and R. Roberge are not included in the bargaining unit and that A. Hischer and K. Hilfer are employees of the respondent included in the bargaining unit."

Board Member, C.C. Young dissented and said:

"I dissent. I would have included B. Darnbrough, T. Spaul, B. Pennino and R. Roberge in the bargaining unit. In addition, in all the circumstances of this case, I would have exercised our discretion under section 6 (2) of The Labour Relations Act and dismissed the application."

Number of names on eligibility list	14
Number of ballots cast	14
Number of ballots marked in favour of applicant	14
Number of ballots marked in favour of intervener	0

1711-61-R: Shopmen's Local Union #757 of the International Association of Bridge, Structural and Ornamental Iron Workers affiliated with the A.F.L. - C.I.O. C.L.C. (Applicant) v. Prime Windows of Canada Limited (Respondent) v. United Steelworkers of America, AFL CIO CLC (Intervener)

Unit: "all employees of the company employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (104 employees in the unit).

In determining composition of the bargaining unit the majority of the Board stated:

"The Board notes the agreement of the parties that of the ten outside employees, nine work 80% of their time on outside installation work and 20% of their time on inside fabrication work and that one of the outside employees works 50% of his time on outside installation work and 50% of his time on inside fabrication work and that the twenty-six inside employees worked an average of 10 to 30% on outside installation work and the balance of their time on inside fabrication work. The Board further notes that the outside installation employees are required to report into the plant daily and punch a time - clock in the same manner as the inside employees and the method of payment for the inside and outside employees is the same. Having regard to the extent of interchange between the inside fabrication employees and the outside erection employees, the Board therefore finds that all employees of the company employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff, constitute a unit of employees of the respondent appropriate for collective bargaining."

Board Member G.R. Harvey dissented and said:

"I dissent. I would have excluded employees engaged in field erection or installation work from the bargaining unit in this matter."

The Board thereupon dismissed the application of the intervener on the ground that less than forty-five per cent of the employees of the respondent in the bargaining unit at the time the application was made, were members of the intervener.

Number of names on revised eligibility list	97
Number of ballots cast	92
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	87
Number of ballots marked as opposed to applicant	4

2275-61-R: United Brotherhood of Carpenters & Joiners of America, A.F.L. C.I.O. (Applicant) v. Pigott Construction Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Stratford, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

Number of names on revised eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked as opposed to applicant	0

2401-61-R: United Steelworkers of America (Applicant) v. Corey Auto Wreckers Limited (Respondent)

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman, and office staff." (10 employees in the unit).

Number of names on revised eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of applicant	3
Number of ballots marked as opposed to applicant	2

Applications for Certification Dismissed No Vote Conducted

1386-61-R: Textile Workers Union of America (Applicant) v. Newlands-Harding Yarns Limited (Respondent) v. Galt Textile Workers' Union Branch No. 1, N.C.C.L. (Intervener) (86 employees).

The Board endorsed the Record as follows:

"For the reasons given in writing, this application is dismissed."

Board Member D.B. Archer dissented and said:

"For the reasons given in writing, I would have certified the Applicant Union or, at worst, ordered a vote to make a final determination of the employees wishes."

1686-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Thomas Dellelce and Company Limited (Respondent) (42 employees).

The Board endorsed the Record as follows:

"The Board conducted an inquiry into an allegation made on behalf of the respondent that a person for whom the applicant had filed an application for membership and receipt had not in fact paid his initiation fee in accordance with the Board's policy in that regard. On the basis of all the evidence before us, we are not prepared to accept the evidence of the canvasser on behalf of the applicant to the effect that he had received payment and we are satisfied that the initiation fee was not paid in accordance with the Board's policy. While the action impugned is that of a canvasser, the assurance of payment for 21 of the 23 membership documents filed by the applicant herein rests upon his signature and upon his *viva voce* evidence at the hearing and there is evidence that other irregularities occurred with respect to the signing and issue of receipts by him. In these circumstances the Board is unable to place any reliance on any of the evidence of membership in which this canvasser participated. See the Webster Air Equipment Case, (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder 716,110; C.L.S. 76-598.

The remaining documentary evidence of membership filed by the applicant is not sufficient to entitle the applicant to either certification or a representation vote under section 7 of The Labour Relations Act."

Board Member, E. Boyer dissented and said:

"I dissent. Since I believe the evidence of the canvasser that he received payment of the initiation fee from the employee concerned in the allegation of non-payment in this matter, I accept the evidence of membership filed by the applicant and would have directed that a representation vote be held."

2624-61-R: Stedman's Employees Association (Applicant) v. Stedman Brothers Limited (Respondent) v. District 50, United Mine Workers of America (Intervener) (209 employees).

The Board endorsed the Record as follows:

"The applicant having requested leave to withdraw its application in this matter, the Board following its usual practice dismisses the application of the applicant."

2663-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Transit Mixed Concrete Limited (within a twenty-five mile radius of St. Catharines City Hall) (Respondent) (18 employees).

The Board endorsed the Record as follows:

"This is an application for certification by the applicant for certain employees of the respondent.

The Canadian Brotherhood of Railway, Transport & General Workers were certified as bargaining agent on the 28th day of December, 1960 for the employees of the respondent with respect to whom the applicant in this matter is now applying to be certified.

The Board granted a request for conciliation services to the Canadian Brotherhood of Railway, Transport & General Workers with respect to all employees of the respondent within a twenty-five mile radius of St. Catharines City Hall with certain exceptions not here relevant on the 28th day of March, 1961, and at least twelve months have not elapsed from the date of the granting of the request for conciliation services.

The Board is satisfied that pursuant to the provisions of section 46 (2) (b) of The Labour Relations Act this application is untimely.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a *prima facie* case for the remedy requested and the application is therefore dismissed."

Certification Dismissed subsequent to Pre-Hearing Vote

1774-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Automatic Electric (Canada) Limited (Respondent) v. International Union of Electrical, Radio & Machine Workers AFL-CIO-CLC (Intervener)

Voting Constituency: "all hourly-rated employees of the company at its Brockville plant, save and except assistant foreman, persons above the rank of assistant foreman, guards, office and sales staff."

The Applicant requested that a pre-hearing representation vote be taken and on April 24th, 1961 the Board directed that a pre-hearing representation vote be taken and the vote was held on September 1st, 1961.

Subsequently, the applicant requested that the results of this vote be set aside and the Board held a hearing on this request.

On December 29, 1961 the Board endorsed the Record as follows:

"For the reasons given in writing, a new representative vote will be taken in the above matter and the matter is referred to the Registrar."

Board Member D.B. Archer dissented and said:

"For the reasons given in writing,
I would have dismissed the application."

The result of the vote held on January 16, 1962 was
as follows:

Number of names on revised voters' list	532
Number of ballots cast	529
Number of spoiled ballots	3
Number of ballots cast in favour of applicant	228
Number of ballots marked in favour of intervener	298

2333-61-R: Canadian Union of Operating Engineers (Applicant)
v. Hygrade Containers Limited (Respondent) v. Local 944,
I.U.O.E. (Intervener).

Voting Constituency: "all employees of the respondent in its
boiler room at London holding operating engineers' certifi-
cates in good standing, save and except the chief engineer
and persons having the right to hire, suspend or discharge
employees." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	5
Number of ballots marked in favour of applicant	1
Number of ballots marked in favour of intervener	3
Number of segregated ballots	1

Certification Dismissed subsequent to Post-Hearing Vote

1404-61-R: The Canadian Union of Operating Engineers
(Applicant) v. St. Joseph's Hospital (Respondent)

Unit: "all stationary engineers and their helpers employed
in the boiler room of the respondent at its hospital at
Toronto, save and except the chief engineer."
(10 employees in the unit).

Number of names on eligibility list	11
Number of ballots cast	11
Number of ballots marked in favour of applicant	3
Number of ballots marked as opposed to applicant	8

1866-61-R: National Union of Public Employees (Applicant)
v. Burlington-Nelson Hospital (Respondent)

Unit: "all employees of the respondent at its Hospital at Burlington, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week." (124 employees in the unit).

On November 23, 1961, the Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the term technical personnel comprises physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory, radio-logical, pathological and cardiological technicians.

Having regard to the agreement of the parties, the Board further declares that persons classified as switch-board operators are not included in the bargaining unit and that persons classified as 4th class engineers and operating room technicians are included in the bargaining unit.

For the purposes of clarity, the Board further declares that ward clerks are members of the office staff and are not included in the bargaining unit."

Number of names on revised eligibility list	99
Number of ballots cast	83
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	39
Number of ballots marked as opposed to applicant	43

2375-61-R: National Union of Public Employees C.L.C.
(Applicant) v. The Municipal Corporation of the County of Halton (Respondent).

Unit: "all employees of the respondent in its road department, save and except foremen, persons above the rank of foreman and office staff." (22 employees in the unit).

Number of names on revised eligibility list	20
Number of ballots cast	20
Number of ballots segregated (not counted)	1
Number of ballots marked in favour of applicant	6
Number of ballots marked as opposed to applicant	13

Ballots not counted

1841-61-R: International Union of Operating Engineers,
Local 796 (Applicant) v. Fairhaven Home for the Aged
(Respondent) v. National Union of Public Service Employees,
and its Local #131 (Intervener)

Voting Constituency: "all stationary engineers employed by
the respondent in its boiler room at Peterborough, save and
except the chief engineer and persons above the rank of
chief engineer." (4 employees in the unit).

Number of names on eligibility list	5
Number of ballots cast	5

(SEE INDEXED ENDORSEMENT PAGE 359)

2329-61-R: The Canadian Union of Operating Engineers
(Applicant) v. Women's College Hospital (Respondent) v.
International Union of Operating Engineers Local 796
(Intervener)

Unit: "all stationary engineers and persons regularly
engaged as their helpers employed by the respondent at its
hospital at Toronto, save and except the chief engineer."
(9 employees in the unit).

The Board endorsed the Record in part as follows:

"A pre-hearing representation vote was
directed by the Board and taken. Subsequently
the Board satisfied itself in face of evidence
before it that less than 45% of employees in
the bargaining unit were members of the appli-
cant at the time the application was made.
The Board found that the applicant was there-
fore not entitled to have the ballots counted.
The application was dismissed and the Board
directed the Registrar to destroy the ballots
cast in this matter."

Number of names on revised eligibility list	8
Number of ballots cast	8

2331-61-R: The Canadian Union of Operating Engineers (Applicant) v. Dominion Fabrics Limited (Respondent) v. Textile Workers Union of America, CLC, AFL-CIO, Local 755 (Intervener)

Voting Constituency: "all stationary engineers in the employ of the respondent in its power house at Dunnville, save and except the chief engineer." (4 employees in the unit).

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers in the employ of the respondent in its power house at Dunnville, save and except the chief engineer.

Stationary engineers in the employ of the respondent are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The applicant adduced evidence that one of the stationary engineers in the bargaining unit was dissatisfied with the manner in which the company, the union and the stationary engineers as a group were applying the overtime provisions of the collective agreement covering stationary engineers.

The applicant argued that the stationary engineers employed by the respondent are entitled to be represented by the applicant craft union because of the recognized craft status of stationary engineers and also because of the dissatisfaction of one of the stationary engineers with the representation provided by the intervener.

The intervener adduced evidence that it had received a letter from the stationary engineer who complained of the arrangement with respect to overtime pay and caused the matter to be investigated and confirmed that all the stationary engineers except the one who wrote the letter of complaint were in agreement with the arrangements that had been made. The letter of complaint was never formalized as a grievance and the intervener was never requested to process the matter as a grievance.

The Board finds that stationary engineers in the employ of the respondent are currently bound by the collective agreement between the respondent and the intervener and have been bargained for by the intervener since 1944.

The Board further finds that the collective agreement covering stationary engineers has a separate wage schedule which includes the classification of stationary engineers and the stationary engineers have at times received greater increases than some of the other occupations which come under the same schedule as the stationary engineers in the collective agreement, that the stationary engineers are covered by departmental seniority which includes other occupation and although the collective agreement provides for lay-off on a mill wide basis, the stationary engineers have never been laid off and have therefore never had occasion to bump other occupations in order to retain their employment with the company although such is possible under the collective agreement.

Having regard to the decision of the Board in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961 p. 370) and the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter 916,203 C.L.S. 76-753, the Automatic Electric (Canada) Limited Case, Board File #1501-61-R and Darling & Company of Canada Limited Case, Board File #2073-61-R and the history of collective bargaining between the respondent and the intervener as evidenced by the length of continuous representation by the intervener of the stationary engineers, the separate wage schedules for stationary engineers in the collective agreement, the opposition to the application by the respondent and the incumbent trade union, the Board is of the opinion that it should exercise its discretion under section 6 (2) of The Labour Relations Act and finds that the unit proposed by the applicant is inappropriate in the circumstances of this case.

The application is therefore dismissed.

Number of names on revised
eligibility list
Number of ballots cast

3

3

2435-61-R: The Canadian Union of Operating Engineers (Applicant) v. American-Standard Products (Canada) Ltd. (Lansdowne Plant) (Respondent) v. United Steelworkers of America (Intervener)

Voting Constituency: "all stationary engineers employed by the respondent in the power house of its Lansdowne Plant in Toronto, save and except the chief engineer and persons above the rank of chief engineer."
(8 employees in the constituency).



Number of names on eligibility list	8
Number of ballots cast	8

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers and helpers employed by the respondent at its plant on Lansdowne Avenue, Toronto, save and except the chief engineer.

The stationary engineers in the employ of the respondent are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The respondent appeared at the hearing and although voicing no opposition to the applicant's application, made representations supporting the evidence of the intervener with respect to the length of the bargaining history of the intervener as bargaining agent for certain employees of the respondent including stationary engineers.

The International Molders' and Foundry Workers' Union of North America and the International Brotherhood of Operative Potters represent employees of the respondent who perform work in the craft which is commonly represented by the Potters' Union and the Molders' Union respectively.

The applicant argued that stationary engineers employed by the respondent are entitled to be represented by the applicant craft union because of the recognized craft status of stationary engineers, because the respondent took no position with respect to the application of the applicant and because the Potters' Union and the Molders' Union two historical craft unions represent certain employees employed by the respondent at its Lansdowne plant. The applicant further argued that although the engineers submitted certain demands to the bargaining committee of the intervener prior to the negotiation of the 1958 collective agreement, there was no evidence before the Board that such demands were submitted by the intervener in its proposals to the respondent at the time the 1958 collective agreement was negotiated, however the engineers had submitted demands in October 1961 and there was evidence that such demands were included in the intervener's proposals to the respondent which were submitted by the intervener for the renewal of the subsisting collective agreement

between the intervener and the respondent.

The stationary engineers in the employ of the respondent are currently bound by a collective agreement between the respondent and the intervener and have been bargained for by the intervener since 1947. The collective agreement has a separate wage schedule covering the classification of stationary engineers under which classification the stationary engineers have at times received greater increases than some of the other classifications in the collective agreement. A stationary engineer is at the present time a shop steward of the intervener. The respondent has always recognized departmental seniority of the stationary engineers under the collective agreement. The stationary engineers submitted written demands which were included as part of the intervener's proposals for the renewal of the subsisting collective agreement between the intervener and the respondent. The intervener has successfully processed grievances on behalf of the stationary engineers. The stationary engineers perform duties normally performed by the maintenance staff at times when the maintenance staff is on duty.

The fact that the respondent did not oppose the application of the applicant and that two other craft unions currently represent certain employees of the respondent in its Lansdowne plant are significant factors to be considered by the Board in determining how it should exercise its discretion under section 6 (2) of The Labour Relations Act, however these are but two of the factors to be considered. In all other respect the facts of this case fall on all fours with the facts which led the Board to reach its decisions in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961 p. 370) and the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter #16, 203 C.L.S. 76-753, the Automatic Electric (Canada) Limited Case, Board File #1501-61-R and Darling & Company of Canada Limited Case, Board file #2073-61-R.

Having regard to the decisions of the Board in the cases above referred to and the history of collective bargaining between the respondent and the intervener as evidenced by the length of continuous representation by the intervener of the stationary engineers, the separate wage schedules for stationary engineers in the collective agreement, the extent of interchange between the stationary engineers and other employees in the bargaining unit represented by the intervener, the fact that a stationary engineer is a shop steward of the

intervener and that the intervener has successfully processed grievances on behalf of stationary engineers, the Board is of opinion that the unit proposed by the applicant is not appropriate in the circumstances of this case.

The application is therefore dismissed."

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING JANUARY 1962

2530-61-R: Office Employees International Union, AFL-CIO-CLC Local 343 (Applicant) v. Smith Transport Limited (Respondent) (13 employees).

2592-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers of Local No. 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. M. Sullivan & Son (Smiths Falls) (Respondent) v. International Hod Carriers' Building and Common Labourers Union of America, Local #527 (Intervener) (11 employees).

2598-61-R: United Brotherhood of Carpenters and Joiners of America AFL-CIO (Applicant) v. M. E. Doyle Limited (Respondent) (7 employees).

2618-61-R: Bricklayers Masons & Plasterers International Union of America Local 40, Ontario (Applicant) v. D. & L. Masonry Company (an area containing a radius of twenty-five (25) miles from Toronto City Hall and including the Town of Newmarket) (Respondent) (6 employees).

2725-61-R: London and District Building Service Workers Union, Local 220, A.F. of L., C.I.O., C.L.C. (Applicant) v. Cramer's Dry Cleaners & Laundry Ltd. (London) (Respondent) (14 employees).

2738-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Essex Farmers Limited (Victoria Garage Division) (Respondent) (11 employees).

2778-61-R: International Hod Carriers', Building and Common Labourers' Union of America (A.F.L. - C.I.O.) {C.L.C.} Local 527 (Applicant) v. Dewar Insulations Limited (Ottawa) (Respondent) (3 employees).

2781-61-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. Robertson-Yates Corporation Ltd. (City of Sudbury, and within a radius of 35 Miles from the City of Sudbury Federal Building) (Respondent) (5 employees)

APPLICATIONS FOR TERMINATION DISPOSED OF DURING JANUARY 1962

479-60-R: Joseph Ricard (Applicant) v. Local 743 - Hotel and Restaurant Employees Union (Respondent) v. Killarney Hotel (Windsor) Limited (Intervener). (DISMISSED). (23 employees).

(Re: Killarney Hotel (Windsor) Limited,
Windsor, Ontario)

On May 12, 1961 the Board endorsed the Record as follows:

"Having regard to the evidence contained in the Examiner's report we find that from on or about January 20, 1961 L. Bergeron was exercising managerial functions."

Board Member C.C. Young dissented and said:

"I dissent. I would have found that during the period in question L. Bergeron was not exercising managerial functions."

On January 8, 1962, the application was dismissed.

(SEE INDEXED ENDORSEMENTS PAGE 361)

2286-61-R: Ronald J. McElhinney (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 880 Affiliated with Int. Bros. of Teamsters, Chauffeurs, Warehousemen Helpers of America (Respondent).

2287-61-R: Wallace Lewery (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union #880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Respondent).

2288-61-R: Raymond Dahl (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent).

2289-61-R: William Albert Jones (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent).

2290-61-R: Ronald Telfer (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent).

2291-61-R: James Lewery (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent).

2292-61-R: Mitchell Gray (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent).

2293-61-R: Perrin Gerald (Applicant) v. Teamsters, Chauffeurs, Warehousemen and Helpers Local Union #880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen Helpers of America (Respondent).

2294-61-R: Thomas McGregor (Applicant) v. Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union #880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Respondent).

2295-61-R: Hecktor Harris (Applicant) v. Teamsters, Chauffeurs, Warehousemen, and Helpers Local Union #880 Affiliated with Int. Bro. of Teamsters, Chauffeurs, Warehousemen Helpers of America (Respondent).

(10 employees are involved)

THE ABOVE MATTERS ARE CONSOLIDATED

The Board endorsed the Record as follows:

"This is an application for a declaration terminating the bargaining rights of the respondent.

The respondent was certified as bargaining agent for certain employees of London Furniture Company Limited on the 30th day of June 1961, and conciliation services were made available to the respondent and London Furniture Company Limited on the 22nd day of September 1961 and one year has not elapsed since the date of certification.

The Board is satisfied that pursuant to the provisions of section 43 (1) of The Labour Relations Act, this application is untimely.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a *prima facie* case for the remedy requested and the application is therefore dismissed."

2360-61-R: Bruce Allen (Applicant) v. Office Employees International Union Local 131, A.F. of L-C.I.O. (Respondent) v. Associated Medical Services Incorporated (Intervener).

(Re: Associated Medical Services Incorporated,
Toronto, Ontario)

Number of names on revised eligibility list	61
Number of ballots cast	61
Number of spoiled ballots	3
Number of ballots marked in favour of respondent	18
Number of ballots marked as opposed to respondent	40

2383-61-R: Walter Thompson, Robert Maveety, and Loyd Mottet, on their own behalf and on behalf of the Employees of International Harvester Company of Canada, Limited (Burlington Parts Depot) Burlington, Ontario (Applicants) v. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW, Local 398 (Respondent)

(Re: International Harvester Company of Canada Limited,
Burlington Parts Depot, Burlington)

On November 13, 1961, the Board, acting under the provision of section 45 of the Rules of Procedure, dismissed the application as untimely.

On November 16, 1961, the applicant requested that the Board hold a hearing to receive representations concerning the application.

Following the hearing, the Board on December 21, 1961 endorsed the Record in part as follows:

"Having regard to all the evidence and the representations made to the Board, the Board is satisfied that not less than fifty per cent of the employees of International Harvester Company of Canada Limited, Burlington Parts Depot at Burlington in the bargaining unit have voluntarily signed in writing that they no longer wish to be represented by the respondent.

The Board directs that a representation vote be taken among the employees of International Harvester Company of Canada Limited, Burlington Parts Depot at Burlington."

Number of names on revised voters list	107
Number of ballots cast	107
Number of ballots marked in favour of respondent	35
Number of ballots marked as opposed to respondent	72

2537-61-R: W.G. Reid Logging (Woods Operations Crassy Bay Rainy Lake) (Applicant) v. United Brotherhood of Carpenters and Joiners of America Lumber and Sawmill Union Local #2693 (Respondent). (DISMISSED) (12 employees).

The Board endorsed the Record as follows:

"Having regard to all the circumstances of this case, as revealed in the evidence adduced at the hearing, the Board is of opinion that this is not a case in which the bargaining rights of the respondent union ought to be terminated outright or one in which a representation vote ought to be directed."

2561-61-R: Precisioncraft Industries (Applicant) v. United Brotherhood of Carpenters and Joiners of America (Respondent). (DISMISSED) (7 employees).

(Re: Precisioncraft Industries,
Toronto, Ontario)

Number of names on revised eligibility list	6
Number of ballots cast	6
Number of ballots marked in favour of respondent	6
Number of ballots marked as opposed to respondent	0

On December 29, 1961 the Board endorsed the Record as follows:

"The respondent was certified as bargaining agent of all employees of the applicant at Scarborough, save and except owner-manager and persons above the rank of owner-manager on the 10th day of August, 1961.

The respondent having given the applicant written notice of its desire to bargain with a view to making a collective agreement pursuant to the provisions of section 11 of The Labour Relations Act following its certification as bargaining agent, the parties met and bargained on the 12th day of September, 1961.

On the 2nd of October, 1961, following a telephone call from the applicant to the respondent, the applicant wrote a letter to the respondent advising the respondent that the terms of the proposed agreement were unsatisfactory. Since the 2nd of October, 1961, the respondent has failed to communicate with the applicant and no meetings have

been held between the applicant and the respondent with a view to making a collective agreement. Neither party has requested the Board to make conciliation services available to the parties. The respondent failed to adduce any evidence to explain the reason for its failure to bargain since the 2nd day of October, 1961, and the respondent having allowed a period of more than sixty days to elapse during which it has not sought to bargain, the Board directs that a representation vote be taken among the employees of Precisioncraft Industries."

2650-61-R: P. Chapman Cartage Employee's (Applicant) v. Teamsters Union Local 419 (Respondent). (DISMISSED) (22 employees).

(Re: P. Chapman Cartage,
Toronto, Ontario)

The Board endorsed the Record as follows:

"This is an application by a group of employees for termination of bargaining rights under section 43 (2) of The Labour Relations Act. By section 43 (3) of the Act, the Board on such an application "shall ascertain at the time the application was made, whether not less than fifty per cent of the employees in the bargaining unit have voluntarily signified in writing....that they no longer wish to be represented by the trade union...". (emphasis added). The word "voluntarily" was added to the section in the 1960 amendments. However, even prior to the amendment, the Board insisted on a voluntary signification. Thus, in the Harry Hayley & Sons Limited Case, (1958) C.C.H. Canadian Labour Law Reporter, 1955-59, Transfer Binder ¶16,106, C.L.S. 76-595, the Board stated:

While in any given case the Board must look at all the circumstances before arriving at any decision, generally speaking, where the Board concludes that such documents have been inspired by management or it concludes that management or its representatives have participated in the origination or circulation little weight is given to such evidence as constituting a free expression of the wishes of the employees.

See also Island Lake Lumber Company Limited,
O.L.R.B. Monthly Report, September 1959, p.
227.

In the present case, it is clear from the evidence of the applicant's witnesses that representatives of management participated in the origination and circulation of the written signification of the employees, and indeed, assisted in a number of other ways. In all the circumstances of this case we are unable to conclude that not less than fifty per cent of the employees in the bargaining unit have voluntarily signified in writing that they no longer wish to be represented by the respondent trade union.

The application is accordingly dismissed."

2661-61-R: Burns & Co. Limited (Applicant) v. Local Union No. 415, Amalgamated Meat Cutters and Butcher Workmen of North America A.F. of L.-C.I.O. (Respondent). (DISMISSED) (6 employees).

(Re: Burns & Co. Limited,
Kenora, Ontario)

The Board endorsed the Record as follows:

"The applicant has applied for a declaration terminating the bargaining rights of the respondent.

Having regard to the reasons for decision of the Board in the Burns & Co. Limited Case, Canadian Labour Law Reporter, #16,213, C.L.S. 76-793, this application is dismissed."

2688-61-R: Thelma Thorson (Applicant) v. United Steelworkers of America (Respondent) v. Crane Packing Company, Limited (Intervener) (WITHDRAWN) (32 employees).

(Re: Crane Packing Company Limited,
Hamilton, Ontario)

2699-61-R: Samuel Johnston and Daniel Johnston personally and on behalf of the Employees of M. J. Daley Limited, being members of Local Union #233 (Applicant) v. Sheet Metal Workers' International Association Local Union #233 of Toronto, Ontario (Respondent). (13 employees).

(Re: M.J. Daley Limited,
Toronto, Ontario)

The Board endorsed the Record as follows:

"Having regard to the unsatisfactory nature of the evidence, this application is dismissed."

APPLICATION FOR DECLARATION CONCERNING SUCCESSOR STATUS

DISPOSED OF DURING JANUARY 1962

2394-61-R: United Steelworkers of America (Applicant) v. Canada Wire and Cable Company Limited Magnet Wire Division (Respondent) v. Simcoe General Workers Union, Local 1587, C.L.C. (Predecessor Trade Union). (Granted).

(SEE INDEXED ENDORSEMENTS PAGE 365)

APPLICATION UNDER SECTION 79 DISPOSED OF DURING JANUARY 1962

2613-61-M: National Union of Public Employees (Applicant) v. The Township of Stamford (Respondent). (WITHDRAWN).

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

JANUARY 1962

2368-61-U: Gabin Brothers Limited (Applicant) v. Local 97 of the Interprovincial Council of Lathers (Respondent). (DISMISSED)

2659-61-U: International Hod Carriers' Building and Common Labourers' Union of America, Local 183 (Applicant) v. Marlana Construction Company Limited (Respondent). (GRANTED)

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against the respondent for the following offence alleged to have been committed: that the said respondent did contravene section 12 of The Labour Relations Act in that on and after November 25th, 1961 it did refuse to bargain in good faith."

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING JANUARY 1962

2234-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company (Respondent).

2240-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company (Respondent).

2242-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company (Respondent).

2314-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Complainant) v. Collins & Greig Cartage Limited (Respondent).

2336-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Complainant) v. Collins & Greig Cartage Limited (Respondent).

2627-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Complainant) v. Max Strauch carrying on business under the firm name and style of Max Cartage (Respondent).

2644-61-U: W. J. Davidson (Complainant) v. Central Truck Lines Ltd. (Respondent).

2693-61-U: Lumber and Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters and Joiners of America (Complainant) v. Anthony Omichinski (Respondent).

CERTIFICATION INDEXED ENDCRSEMENTS

1841-61-R: International Union of Operating Engineers, Local 796 (Applicant) v. Fairhaven Home for the Aged (Respondent) v. National Union of Public Service Employees, and its Local #131 (Intervener). (DISMISSED JANUARY 1962)

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers, save and except the chief engineer in the employ of the respondent at its plant at Langton Street, Peterborough.

Stationary engineers in the employ of the respondent are currently represented by the intervener and are part of an overall industrial unit represented by the intervener.

The applicant argued that stationary engineers employed by the respondent are entitled to be represented by the applicant craft union because of the recognized craft status of stationary engineers, because the applicant represents stationary engineers in other homes for the aged and that the incumbent trade union only represented the stationary engineers since June, 1960.

The stationary engineers in the employ of the respondent are currently bound by a collective agreement between the respondent and the intervener and have been bargained for by the intervener since June, 1960, the respondent having commenced its operations in 1960. The collective agreement covering the stationary engineers has a separate wage schedule covering the classification of stationary engineers. A stationary engineer was on the bargaining committee which negotiated the first agreement between the respondent and the incumbent trade union which was made on the 1st day of October, 1960. One of the stationary engineers claimed by the applicant is classified as a maintenance man by the respondent and performs work both as a stationary engineer and other work which would fall within an industrial unit and is assisted in his maintenance work by the chief engineer. The stationary engineers are covered by a plant wide seniority clause in the collective agreement. There is no history of grievances by the stationary engineers.

The history of collective bargaining by the intervener in this case extends just over one year and although the length of continuous representation by the intervener of the stationary engineers is a significant factor to be considered by the Board in determining whether or not to exercise its discretion under section 6 (2) of The Labour Relations Act, it is but one of the factors to be considered. In all other respects the facts of this case fall on all fours with the facts which led the Board to reach its decision in the Lily Cup Case (Ontario Labour Relations Board Monthly Report, January 1961, p. 370), the Canada Foundries and Forgings Case (1961) C.C.H. Canadian Labour Law Reporter #16203 C.L.S. 76-753, the Automatic Electric (Canada) Limited Case, Board File #1501-61-R and Darling & Company of Canada Limited Case, Board File #2073-61-R. Having regard to the decisions of the Board in the cases above referred to and the history of collective bargaining between the respondent and the intervener as evidenced by the separate wage schedules for stationary engineers in the collective

agreement, the extent of interchange by the stationary engineers, the fact that a stationary engineer was a member of the bargaining committee which negotiated the collective agreement and the opposition to the application by the respondent and the incumbent trade union, the Board is of opinion that the unit proposed by the applicant is not appropriate in the circumstances of this case.

The application is therefore dismissed."

TERMINATION INDEXED ENDORSEMENTS

479-60-R: Joseph Ricard (Applicant) v. Local 743 - Hotel and Restaurant Employees Union (Respondent) v. Killarney Hotel (Windsor) Limited (Intervener). (DISMISSED JANUARY 1962)

(Re: Killarney Hotel (Windsor) Limited,
Windsor, Ontario)

The Board endorsed the Record as follows:

"The Board may direct the taking of a representation vote in an application for termination of bargaining rights under section 43 of The Labour Relations Act, when the evidence shows that,

"not less than 50 per cent of the employees in the bargaining unit have voluntarily signified in writing that they no longer wish to be represented by the trade union".

The Board's practice requires evidence as to (a) the circumstances concerning the origination of the material filed, and (b) the manner in which each of the signatures was obtained. As was stated in the Pyrotenax Case, CCH Canadian Labour Law Reporter, vol. 1, ¶16,170,

"Among other things, what the Board is seeking is assurance from persons with first-hand knowledge that the desires of the employees as reflected in the written documents were voluntarily recorded and that management has not improperly influenced them in any way."

While we may have some reservations about the credibility of some of the testimony advanced by the union witnesses, we must find that when this evidence is viewed in its totality with the evidence of the applicant employee and of the employer, we are impelled, on the balance of probabilities, to

the conclusion that management did play a significant role in the inspiration of both petitions in this case.

In consequence, and in the absence of any credible and persuasive assurance to the contrary, we are not satisfied that the signatures appearing on either of the documents in question reflect the voluntary desires of at least 50 per cent of the employees in the bargaining unit.

In the result, the application must be dismissed."

Board Member C.C. Young dissented and said:

"I dissent.

This is an application under section 43 of the Act for termination of bargaining rights. The application is timely and in proper form and it is accompanied by a petition bearing the signatures of 14 of the 16 employees in the bargaining unit. Two witnesses testified under oath at the hearing as to the circumstances surrounding the preparation of this petition, and they were able to identify each of the signatures thereon and to give evidence as to the place and time each of them was affixed. Each of these witnesses answered all of the many questions put to them by the Board and suggested by counsel.

Had this been all of the evidence before the Board there is no doubt in my mind that the application would have been granted and a representation vote directed.

There was, however, evidence led by the respondent union in support of its seven specific charges of unlawful activity by the employer and/or persons acting on its behalf.

In my view there is a heavy onus on a party alleging unlawful conduct to satisfy the Board that its charges have substance, and while the evidence adduced by the respondent in this case raises some questions in my mind, I am by no means satisfied that the employer committed any of the offences alleged.

In these circumstances, and having regard to the gravity of the charges involved, I am not prepared to apply the test which my colleagues have applied. There is a presumption of innocence in these cases as much as in any other, and to require the party accused of unlawful activity to produce credible and persuasive assurances to refute a finding based simply on the balance of probabilities, goes far, in my view, in the direction of suggesting that this presumption of innocence was not applied here.

I prefer to dispose of the matter by resolving the doubts which I have in favour of the party accused of unlawful conduct, and by finding accordingly that the charges have not been proved. In these circumstances I would grant the application and direct that a representation vote be taken. I am encouraged, further, in this direction by the language of section 43 (3) of the Act which seems to contemplate, when it instructs the Board to satisfy itself by a representation vote, that some doubt may well remain in the mind of the Board after all the evidence relating to the documentary evidence has been heard."

The Board further endorsed the Record as follows:

"In view of the dissent of our colleague, Board member C. C. Young, we feel obliged to add some further remarks to our reasons recited above.

The purpose of considering allegations of improprieties made against an employer in cases of this nature is not to find whether the employer has or has not violated the Act, but to find whether the evidence tendered by or on behalf of the applicant can be taken as a sufficient assurance that the written significations of the employees reflect the voluntary desires of such employees that they no longer wish to be represented by the trade union.

The fact that the presumption of innocence applies where there is an allegation of a crime or quasi-crime in a civil proceeding does not necessarily afford any guide as to the weight or strength of the evidence required to rebut the presumption. The law presumes innocence in these proceedings as well as in criminal proceedings, but it does not thereby import that any special amount or degree of proof is required to rebut the presumption. The purpose of the presumption is to shift to the party against whom it

operates the burden of adducing such evidence as will satisfy the tribunal that the presumption should not prevail. Whether the tribunal requires the proof to satisfy it on a preponderance of probability or beyond a reasonable doubt is quite another question. (See Clarke v. R 61 S.C.R. 608, Halsbury's laws of England 3rd ed., vol. 15, p.p. 343-4.) In criminal cases the general rule is that the standard of proof required of the prosecution is that of proof beyond a reasonable doubt. Whether the same standard of proof is necessary to prove an allegation of a crime or "quasi-crime" in a civil proceeding is a matter on which there appears to be some difference of judicial opinion. It may well depend upon the type of the proceeding and the nature and seriousness of the allegation. While in many instances the standard of proof in criminal cases has been required, there are also cases of high authority in which no more was demanded than proof on a balance of probabilities. (See the variance of judicial opinion represented in the following authorities:-

Lang Shirt Insurance Co. Trustee v. London Life Insurance Co. [1929] S.C.R. 117, Earnshaw v. Dominion of Canada General Ins. Co. [1943] 3. D.L.R. 163, Union Acceptance Corp. v. Economical Mutual Insurance Co. (1960) 25 D.L.R. 59; Madere & Clairoux v. Silk et al (1956) 2 D.L.R. (2d) 239, affd. 6 D.L.R. (2d) 383. Studdert & Skelton v. Turcott et al (1953), 8 W.W.R. (N.S.) 176; Ray v. Gillmore (1958) 14 D.L.R. (2d) 572; People of the State of New York v. Phillips [1939] 3. D.L.R. 433; Doe d-Devine v. Wilson (1855), 10 Moo. P.C.C. 502; Italian Realty Co. v. Guardian Assurance Co. [1935] 2 D.L.R. 425, Bukowicki v. Bukowicki & King's Proctor [1946] 1 D.L.R. 242, Smith v. Smedman [1952] 2 S.C.R. 312; Hornal v. Neuberger Products Ltd. [1956] 3 All E.R. 970; Sask. Mutual Insurance Co. v. Lyle (1959) 19 D.L.R.(2d) 134; Richardson v. Canada West Farmers Ins. Co. (1867) 17 U.C.C.P. 341; Laidlow v. Hartford Fire Ins. Co. (1916) 29 D.L.R. 229; In re Frost Bros. [1925] 2 D.L.R. 339; Wright v. Sun Mutual Life Inc. Co. (1878) 29 U.C.C.P. 221 affd. 5 S.C.R. 466; Moretti v. Dominion of Canada Guarantee etc. Co. [1923] 3 W.W.R. 1; Industrial Acceptance Corporation v. Couture [1954] S.C.R. 34; Halsbury's Laws of England 3rd ed. vol. 15 p. 272.

As the finding which we are called upon to make in this case is not whether the employer violated the Act, but whether the documents represent the true wishes of the employees, it is unnecessary for us to make any decision as to the quantum as stringency of proof required to establish a violation of the Act in proceedings such as these. However, if it were relevant to make such a finding, we believe that much can be said for the view that the quantum of proof required is no greater than a reasonable conviction based upon a balance of probabilities. In any event, in these proceedings it is our view that the question as to whether the employer participated in the inspiration of the petition should be determined on the balance of probabilities.

Our finding in this case is that the employer did play a role in the inspiration of both petitions. Whether the role which the employer played in the inspiration of the petition constitutes an offence under the Act for which it could be convicted is not the question at issue. What we are concerned about, however, is whether in view of the employer's participation in the matter, we can be satisfied that the written significations reflect the true wishes of the employees. On all the evidence we are not satisfied that the applicant has discharged the burden upon him to show that the signatures appearing on the documents reflect the voluntary desires of at least 50 per cent of the employees in the bargaining unit."

APPLICATION FOR DECLARATION CONCERNING SUCCESSOR STATUS

2394-61-R: United Steelworkers of America (Applicant) v. Canada Wire and Cable Company Limited Magnet Wire Division (Respondent) v. Simcoe General Workers Union, Local 1587, C.L.C. (Predecessor Trade Union) (GRANTED JANUARY 1961)

The Board endorsed the Record as follows:

"The applicant claims a declaration that it has succeeded to the rights, privileges and duties of the Simcoe General Workers Union, Local 1587 (CLC) as bargaining agent for a unit of employees of Canada Wire and Cable Company Limited, Magnet Wire Division. It bases its claim to this declaration on a transfer of jurisdiction from the parent of the local, the Canadian Labour Congress.

The respondent argues that the Board should not make the declaration on the following grounds:-

There was not sufficient or any notice of the meetings at which the vote was taken to decide whether the local would transfer its jurisdiction to the applicant.

No formal motion was passed at any meeting of the Local to transfer the Local's jurisdiction in accordance with the vote.

There can be no transfer of jurisdiction until the charter of the Local has been cancelled and the Local as such has ceased to exist. In this respect counsel for the respondent relies on the decisions of the Board in The Hydro-Electric Power Commission of Ontario (Toronto) C.L.S. vol 1, 76,558 and in Consolidated Glass Industries Limited (Board file 807-60R).

Looking at the evidence before us we are satisfied that a majority of a representative group of members attending meetings of the Local voted in favour of a transfer of jurisdiction to the applicant and that the requirements of the constitution of the Canadian Labour Congress in this respect have been met. Further, it is plain from the evidence that the membership received advance notice by letter of the meetings and of the business which was intended to be discussed at them. It seems apparent that the membership had ample opportunity to express themselves on the subject of the transfer of jurisdiction and in fact did so. At the first meeting the membership voted in favour of a transfer of jurisdiction and then at a second meeting they voted that the transfer be made to the applicant. In view of this it seems of no consequence that the membership did not adhere to the strict rules of parliamentary procedure by passing a formal motion incorporating the result of the vote. The plain substance of the matter is that the membership by their vote must be taken to have approved and authorized the transfer of jurisdiction.

Turning now to the respondent's third argument, we are unable to appreciate how the cases referred to by the respondent can apply to the facts of this case.

Those cases dealt with a "merger or amalgamation" and not with a "transfer" of jurisdiction. It is our view that it is not a condition precedent to a transfer of jurisdiction that the transferor union cease to exist or that its charter be cancelled. If it were otherwise then a composite union representing more than one bargaining unit would be precluded from transferring its jurisdiction over any individual unit unless at the same time it transferred its jurisdiction over all bargaining rights held by it. This, in our view, is not the meaning of the legislation.

On the basis of all the evidence before us we are satisfied that the requirements of the Labour Relations Act with respect to the transfer of the jurisdiction of the Simcoe General Workers Union, Local 1587 (CLC) as bargaining agent for the unit of employees in question to the applicant have been complied with and we so find.

The Board finds that the applicant is, by reason of a transfer of jurisdiction, the successor to the Simcoe General Workers Union, Local 1587, affiliated with the Canadian Labor Congress, which was the bargaining agent for a unit of employees of the respondent defined in a collective agreement between Canada Wire and Cable Company Limited and the Simcoe General Workers Union, Local 1587, affiliated with the Canadian Labor Congress, effective as of November 20th, 1960.

An affirmative declaration under section 47 of The Labour Relations Act to the effect that the applicant is the successor to the Simcoe General Workers Union, Local 1587, affiliated with the Canadian Labor Congress, which was a party to the agreement referred to with the respondent will issue."

SPECIAL ENDORSEMENTS IN CONCILIATION APPLICATIONS

DISPOSED OF BY THE BOARD

2575-61-C: Gambin Brothers Limited (Toronto) (Applicant) v. The Inter-Provincial Council of Lathers, and Local 97, Wood, Wire and Metal Lathers International Union (Respondent). (REFERRED JANUARY 1961).

The Board endorsed the Record as follows:

"On April 25, 1960, The Contracting, Lathing and Plastering Association of Ontario, Inc., (hereinafter called the "Ontario Association"), acting "for and on behalf of its members", of whom the applicant in the instant case, Gambin Bros., Limited (hereinafter called "Gambin") was one, entered into a collective agreement, the other party to that agreement being described as "The Inter-Provincial Council of Lathers and Affiliates, whose names appear on this agreement". The agreement is executed on behalf of the Ontario Association by Mr. Norman Hannaford, who is identified as "Committee Chairman" and by Mr. Edward B. Higgins, the managing director of the Association. Its execution on behalf of the other party is in the following form: "Signed on behalf of the Inter-Provincial Council of Lathers and for the following Local Unions, whose numbers are listed as follows: Local 97, 97B, 145, 360, 439, 540, 545, 538 and 551". The following signatures then appear: "Ed Dunn- President - C. M. Mercer - Secretary - Herbert F. Gough - 97 - J. Donaldson - 97 - Leo Murphy - 97". It is a common ground between the parties that notice was duly given in accordance with section 40 of The Labour Relations Act and the parties began bargaining for the renewal of the agreement.

In due course, three documents were executed by the representatives of the Ontario Association, the Inter-Provincial Council of Lathers (hereinafter called the "Council") and the unions concerned: one June 9, 1961, another on October 13, 1961 and the last one on December 7, 1961. On the evidence before us, we are not prepared to find that the documents executed on June 9, 1961 or October 13, 1961 are collective agreements. On the other hand, it was conceded by all parties before us that the document executed on December 7, 1961 was in form a collective agreement, the only question as to its validity as a collective agreement being raised by counsel for the applicant who questioned whether it was in fact effectively executed on behalf of the Council and the trade unions parties thereto on that date. On the evidence before us, we find that the answer to the question raised by counsel for the applicant must be in the affirmative.

Counsel for the applicant admitted that, at the time of the execution of the documents of June 9 and October 13, 1961 the applicant, Gambin, was a member of the Ontario Association. As to the document of October 13, 1961, we are not impressed with his submission that there was such irregularity on the part of the Ontario Association, in the negotiations which preceded the preparation of the document and in the execution of the document, that the document would not be binding upon the members of the Association if it had been a collective agreement in other respects. Whatever the situation might be as to the rights of the members of the Ontario Association vis-a-vis one another, that situation could not affect the rights of the Council and the local unions under that document, whatever those rights might be.

However that may be, since we have found that the documents of June 9 and October 13 are not collective agreements, and therefore could not be binding under The Labour Relations Act upon Gambin, we must now deal with the document which was executed on December 7, 1961. Before that date, Gambin had resigned from the Ontario Association and had so notified that Association. It is immaterial for present purposes whether the resignation, so far as the Ontario Association is concerned, took effect on or about October 23, 1961, when Mr. Clive C. Carrell, who is identified as the secretary of the Toronto Metropolitan Lathing, Plastering and Acoustical Contractors Association, notified the Ontario Association that Gambin, among others, had resigned from the Ontario Association, or whether the resignation took effect on or about November 21, 1961, when Gambin confirmed that resignation in a letter addressed to the Ontario Association. However, the fact of Gambin's resignation was not communicated to the Council or to the local unions by the Ontario Association. In order to establish that it was not bound by the document executed on December 7, 1961, the applicant must therefore show, in the words of section 38 (2) of the Act that it had "notified the trade union in writing before the agreement was entered into that it would not be bound by a collective agreement between the employees' organization and the trade union". No such notice was served by Gambin upon the Council at any time, but notice was served upon Local 97, Wood, Wire and Metal Lathers' International Union, and upon the part body of that local Wood, Wire, and Metal Lathers' International Union the latter notice being addressed to the attention of Mr. H. Weller.

Counsel for the applicant submitted in the alternative that (i) there was no requirement under section 38 (2) of the Act for notice to be given to the Council, or (ii) if section 38 (2) is to be read as requiring notice to the Council, notice to the International Union, the parent body of the Council, and to Local 97, one of the affiliated members of the Council, constituted notice to the Council itself. On the evidence before us, there is nothing to indicate that Wood, Wire and Metal Lathers' International Union was ever a party to or bound by the agreement between the Ontario Association, on the one hand, and the Council and its "affiliates" on the other, or that it participated in any of the negotiations which eventually led up to the collective agreement of December 7. Nor is there anything to link Mr. Weller with the negotiations; in fact, such evidence as we have as to Mr. Weller is that he did not participate in the negotiations. In these circumstances, we are unable to find that notice to the International Union, standing by itself, constituted notice either to the Council or to any of the "affiliates" of the Council. In so far as Local 97 is concerned, notice was given to it on its own behalf that the employer would not be bound by any collective agreement entered into by the Ontario Association. However, such notice constitutes notice to that local alone. It would not constitute notice to the Council any more than a notice to one member of an employers' organization in his personal capacity would constitute notice to the organization itself or to any other member of the organization. To say, as counsel for the applicant contends, that no notice at all need be given to anyone when the collective agreement from which the bargaining rights flow is between a council of trade unions and an employer or employers' organization would leave a serious gap in collective bargaining practices which we are convinced was never intended by the Legislature. Applying the principle set out in section 10 of The Interpretation Act, R. S. O. 1960, c. 191, that

Every Act shall be deemed to be remedial, whether its immediate purport is to direct the doing of anything that the Legislature deems to be for the public good or to prevent or punish the doing of any thing that it deems to be contrary to the public good, and shall accordingly receive such fair, large and liberal construction and interpretation as will best ensure the

attainment of the object of the Act according to this true intent, meaning and spirit...

we read the concluding words of section 38 (2) of The Labour Relations Act as requiring that notice must be given, if not to the Council itself, at least to all the local unions that constitute the Council.

In any event, the agreement from which there flows the bargaining rights involved in this application is an agreement not only between the Ontario Association and the Council but also an agreement between the Ontario Association and the "affiliates" of the Council whose names appear on the agreement and these comprise, as has already been pointed out, in addition to Local 97 the following local unions, namely, 97B, 145, 360, 439, 540, 545, 538 and 551. Consequently, even if we were to accept the submission of counsel for the applicant as to the construction to be placed on section 38 (2) of the Act, notice in this instance would have to be given not only to Local 97, as was in fact done, but to each of the other locals enumerated above as well. No such notice having been given, Gambin is bound by a collective agreement like the collective agreement of December 7 in so far as these locals are concerned. Gambin is not bound by such an agreement so far as Local 97 is concerned and Gambin is entitled therefore to call upon Local 97 to continue to bargain with it and, for that matter, Gambin is also entitled to call upon the Council to bargain with it in so far as the interests of Local 97 are concerned. At the request of the applicant, notice of this application was given to Local 97 and that local was represented at the hearing by counsel. Having regard to the evidence presented and the representations made at the hearing of this application, Local 97 is added as a party to this proceeding. Since there has been no bargaining directly between the applicant and the respondents, the Board directs that the parties meet and bargain in good faith and make every reasonable effort to make a collective agreement and report their progress to the Board on or before the 15th day of January, 1962.

We wish to make it clear that, in this decision, we are dealing solely with the position of Gambin Bros. Limited. Mr. I. Liberman, an officer of Liberman Plastering Limited, appeared

at the hearing as a witness for the applicant and stated that he regarded himself as bound by a collective agreement between the Ontario Association and the Council. On the evidence before us, we are not in a position to find, nor indeed are we called upon to find, that the facts set out above as to the relationship between Gambin, the Ontario Association, the Council and its affiliates are the same as the facts relating to the relationship between Liberman Plastering Limited, the Association, the Council and its affiliates. In addition, on the evidence presented, it may be that other employers of the Ontario Association on whose behalf Mr. Carrell purported to submit resignations from the Ontario Association, may not have complied with the notice requirements set out in the concluding portion of section 38 (2). In the absence of such employers - they were not served with notice of the application - we are not in a position to give any decision which would affect their rights or interests.

In conclusion we should like to point out that the relationship between the Council and the Association and the "affiliates" comprising each of these bodies and their course of dealing with one another over the past few years are, as the proceedings in the instant case amply demonstrate, of such a nature that the other trade unions concerned are bound to run into legal difficulties periodically. Indeed, the instant case is not the first in which one or other of them has felt impelled to seek the assistance of the Board in unravelling the tangled skein. It would be highly desirable for the several interested employers, employers' organizations, local unions and the Council to set their house in order.

The Board's jurisdiction is limited to a determination of the rights of the respective parties under The Labour Relations Act in any situation which is brought to its attention on a proper application. It cannot rectify defects in the relationship between the parties."

Board Member D.B. Archer dissented and said:

"I dissent. The question before the Board centres around whether an agreement entered into on June 9 between the Contracting, Lathing and Plastering Association of Ontario, and the Inter-Provincial Council of Lathers is a valid collective agreement, and whether Gambin Bros. Limited are bound by its terms. There is no question that both parties to the agreement consider themselves to be bound by its terms and have acted accordingly. There is some doubt in my mind whether a third party should be allowed to dispute its validity. The only witness appearing for Gambin other than Bruno Gambin himself was a fellow contractor called Liberman who gave evidence that he also considered the June 9th document to be a collective agreement and paid the necessary wage increase contained therein. In view of all these circumstances I would hold that the June 9 document is a valid collective agreement and Gambin Bros. Limited are bound by its terms. Whatever differences Mr. Gambin may have with the association of which his company was a member is a matter to be settled between themselves and their difficulties should not be visited on the union that negotiated and concluded a collective agreement in good faith with the association that purported to bargain on Gambin's behalf.

I would therefore have dismissed the application for conciliation.

SPECIAL CONCILIATION

2693-61-C: District 50, United Mine Workers of America, Local 13804 (Applicant) v. Drug Trading Company Ltd. (Respondent). (DISMISSED JANUARY 1961)

The Board endorsed the Record as follows:

"A previous application for conciliation services (File 2328-61-C) by the present applicant with respect to the employees of the respondent in the identical bargaining unit to which the instant application pertains was granted by this Board on November 7, 1961. No collective agreement has been entered into by the parties following such grant of conciliation. The present application is therefore untimely and must be dismissed."

PART II

STATISTICAL TABLES

I.	Applications and Complaints to the Ontario Labour Relations Board	S 62
II.	Hearings of the Labour Relations Board	S 62
III.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S 63
IV.	Applications and Complaints Disposed of by Board by Major Types	S 64
V.	Representation Votes in Certification Applications Disposed of by Board	S 66
VI.	Representation Votes in Termination Applications Disposed of by Board	S 66

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application		Number of Applications Filed		
		Jan. '62	1st 10 months of 61-62	fiscal year 60-61
I Certification	71	627	598	
II Declaration Terminating Bargaining Rights	9	65	46	
III Declaration of Successor Status	6	8	4	
IV Conciliation Services	86	937	876	
V Declaration that Strike Unlawful	2	36	22	
VI Declaration that Lockout Unlawful	-	1	2	
VII Consent to Prosecute	18	93	82	
VIII Complaint of Unfair Practice in Employment (Section 65)	7	110	36	
IX Miscellaneous	-	16	11	
TOTAL	<u>199</u>	<u>1893</u>	<u>1677</u>	

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

		Number		
		Jan. '62	1st 10 months of 61-62	fiscal year 60-61
Hearings and continuation of Hearings by the Board	75	793	712	

TABLE III
APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Jan. '62	1st 10 months of fiscal year 61-62	60-61
I Certification	50	639	641
II Declaration Terminating Bargaining Rights	19	55	48
III Declaration of Successor Status	1	9	9
IV Conciliation Services	82	983	865
V Declaration that Strike Unlawful	-	35	26
VI Declaration that Lockout Unlawful	-	1	1
VII Consent to Prosecute	2	83	83
VIII Complaint of Unfair Practice in Employment (Section 65)	8	111	13
IX Miscellaneous	1	16	10
TOTAL	<u>163</u>	<u>1932</u>	<u>1696</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

* Employees

I Disposition	Jan 1st 10 mos fiscal yr.			Jan 1st 10 mos fiscal year		
	'62	61-62	60-61	'62	61-62	60-61

Certification

Certified	29	399	448	473	11304	12382
Dismissed	13	153	133	1221	6824	4967
Withdrawn	<u>8</u>	<u>87</u>	<u>60</u>	<u>70</u>	<u>2347</u>	<u>1074</u>
TOTAL	<u>50</u>	<u>639</u>	<u>641</u>	<u>1764</u>	<u>20475</u>	<u>18423</u>

II Termination of Bargaining Rights

Terminated	2	16	25	171	508	563
Dismissed	16	36	15	87	613	476
Withdrawn	<u>1</u>	<u>3</u>	<u>8</u>	<u>32</u>	<u>96</u>	<u>475</u>
TOTAL	<u>19</u>	<u>55</u>	<u>48</u>	<u>290</u>	<u>1217</u>	<u>1514</u>

* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S65 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

	Number of appl'ns dis. of Jan 1st 10 mos. fiscal yr.		
	'62	61-62	60-61

III Conciliation Services*

Referred	79	926	814
Dismissed	1	13	17
Withdrawn	<u>2</u>	<u>44</u>	<u>34</u>
TOTAL	<u>82</u>	<u>983</u>	<u>865</u>

**IV Declaration that
Strike Unlawful**

Granted	-	5	4
Dismissed	-	2	1
Withdrawn	<u>-</u>	<u>28</u>	<u>21</u>
TOTAL	<u>-</u>	<u>35</u>	<u>26</u>

**V Declaration that
Lockout Unlawful**

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	<u>-</u>	<u>1</u>	<u>1</u>

**VI Consent to
Prosecute**

Granted	1	18	21
Dismissed	1	11	3
Withdrawn	<u>-</u>	<u>55</u>	<u>59</u>
TOTAL	<u>2</u>	<u>84</u>	<u>83</u>

* Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

Number of Votes

Jan '62	1st 61-62	10 months of fiscal yr. 60-61
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*Certification After Vote

pre-hearing vote	5	46	13
post-hearing vote	4	35	54
ballots not counted	-	-	-

Dismissed After Vote

pre-hearing vote	1	17	-
post-hearing vote	3	43	3
ballots not counted	5	10	57
TOTAL	<u>18</u>	<u>151</u>	<u>127</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED
OF BY THE BOARD

Jan '62	1st 61-62	10 months of fiscal yr. 60-61
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* Respondent Union Successful	1	3	5
Respondent Union Unsuccessful	2	14	11
TOTAL	<u>3</u>	<u>17</u>	<u>16</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT



ONTARIO

FEBRUARY 1962

ONTARIO LABOUR RELATIONS BOARD



APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD DURING FEBRUARY 1962

Bargaining Agents Certified During February
No Vote Conducted

886-60-R: International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Motion Picture Studio Production Technicians, Local 873 (Applicant) v. Robert Lawrence Productions (Canada) Ltd. (Respondent)

Unit: "all employees of the respondent in Toronto, save and except supervisors, persons above the rank of supervisor and office and sales staff." (30 employees in the unit).

The Board endorsed the Record as follows:

"The Board further finds that persons described as free lance operators and alleged by the respondent to be independent contractors, are employees of the respondent included in the bargaining unit."

Board Member, H.F. Irwin dissented and said:

"I dissent with respect to the inclusion in the bargaining unit of the persons described as free lance operators. In my opinion such persons should be included in a bargaining unit separate and apart from the regular full time staff."

1932-61-R: Amalgamated Meat Cutters & Butcher Workmen of N.A. AFL-CIO Food Handlers Local Union 175 (Applicant) v. Steinberg's Limited (Aylmer) (Respondent)

Unit: "all employees of the respondent at Aylmer, save and except store manager, persons above the rank of store manager, meat department employees, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period."
(4 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the produce manager does not exercise managerial functions within the meaning of section 1(3)(b) of The Labour Relations Act and is an employee of the respondent included in the bargaining unit."

2273-61-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Canada Safeway Limited (Respondent)

Unit: "all employees of the respondent at Kenora employed for 24 hours or less per week." (22 employees in the unit).

2282-61-R: International Association of Machinists (Applicant) v. Cooper-Bessemer of Canada Ltd. (Respondent)

Unit: "all employees of the respondent at Stratford, save and except foremen, persons above the rank of foreman, chief inspector, technical employees and office staff."
(28 employees in the unit). (UNIT AGREED TO BY THE PARTIES)

2409-61-R: International Printing Pressmen and Assistants' Union of North America (Applicant) v. John Deyell Ltd. (Respondent)

Unit: "all employees of the respondent at Lindsay, save and except foremen, persons above the rank of foreman and office and sales staff." (32 employees in the unit).

2459-61-R: Welders, Public Garage Employees, Motor Mechanics, and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Spivak Chrysler - Plymouth (Respondent)

Unit: "all employees of the respondent at 1555 Warden Avenue, at Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (14 employees in the unit).

2587-61-R: Food Handlers' Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent in its stores at Dundas, save and except store manager, persons above the rank of store manager, meat department employees, office staff, persons regularly employed for not more than 24 hours per week and students employed during off school hours and the school vacation period."
(4 employees in the unit).

2625-61-R: National Union of Public Service Employees (Applicant) v. Memorial Hospital, Bowmanville (Respondent)

Unit: "all employees of the respondent at its hospital in Bowmanville, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week." (37 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the term technical personnel comprises physio-therapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory, radiological pathological and cardiological technicians.

For the purposes of clarity, the Board further declares that the bargaining unit includes certified nursing assistants."

2664-61-R: Local Union 1940, of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Oxford Construction Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent in the cities of Kitchener and Waterloo and all the Township of Waterloo, excepting that portion of the Township lying south of the line commencing from the junction of Waterloo, Wellington, Counties boundary and 13 A Kitchener suburban road: Thence along 13 A Kitchener suburban road to its junction with County road 13: Thence travelling in a south westerly direction along County road 13 to its junction with the proposed highway 401: Thence along highway 401 to its junction with county road #6: Thence along county road #6 westerly to the end of Waterloo Township, save and except foremen, persons above the rank of foreman and office staff." (36 employees in the unit).

2686-61-R: General Truck Drivers' Union Local 938 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Speedmatic Car Wash (Respondent)

Unit: "all employees of the respondent at North Bay, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit).

2763-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local 183 (Applicant) v. M. Barr Construction Limited (Respondent)

Unit: "all construction labourers employed by the respondent within a twenty-five mile radius from the Toronto City Hall, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

2764-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. G. Bishoff & Sons Enterprises (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent in the District of Kenora, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

2779-61-R: United Brotherhood of Carpenters & Joiners of America (Applicant) v. Frid Construction Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at or working out of Fort Erie, save and except non-working foremen and persons above the rank of non-working foreman." (26 employees in the unit).

2785-61-R: International Association of Machinists (Applicant) v. Victor Manufacturing & Gasket Company of Canada Limited (Respondent)

Unit: "all employees of the respondent at St. Thomas, save and except foremen, persons above the rank of foreman and office and sales staff." (41 employees in the unit).

2786-61-R: National Union of Public Employees (Applicant) v. Suburban Sanitary Services Limited (Respondent)

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman and office staff." (5 employees in the unit).

2808-61-R: United Steelworkers of America (Applicant) v. Arcan Eastern Limited (Respondent)

Unit: "all employees of the respondent at its plant in Hamilton, save and except foremen, persons above the rank of foreman, engineering staff, salesmen and office staff." (74 employees in the unit).

2697-61-R: Retail, Wholesale and Department Store Union, AFL-CIO:CLC (Applicant) v. Pic-O-Mat Ltd. (Respondent)

Unit: "all employees of the respondent employed at or working out of Oshawa, save and except supervisors, persons above the rank of supervisor and office staff." (4 employees in the unit).

2698-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local # 1081 (Applicant) v. Louis Donolo (Ontario) Ltd. (Respondent)

Unit: "all construction labourers in the employ of the respondent on its sewage disposal plant projects at Galt and Preston, save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit).

2728-61-R: Hamilton Typographical Union No. 129 (Applicant) v. Oakville Record Limited, Oakville (Respondent)

Unit: "all employees of the respondent at Oakville, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (6 employees in the unit).

2746-61-R: Hotel & Restaurant Employees & Bartenders' International Union, AFL-CIO-CLC. Restaurant, Cafeteria & Tavern Employees Union, Local 254 (Applicant) v. Walfoods Ltd. (Respondent)

Unit: "all employees of the respondent at the Department of Highways Administration Building, Highway 401 and Keele Streets, Township of North York, save and except assistant managers and persons above the rank of assistant manager, head chef, head baker and office staff." (23 employees in the unit).

2747-61-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Guido J. Prior, carrying on business under the firm name and style of Red & White Foodland (Respondent)

Unit: "all employees of the respondent in its stores at Atikokan, save and except store manager, meat department manager, persons regularly employed for not more than 24 hours per week, and students hired for the school vacation period." (4 employees in the unit).

2809-61-R: United Steelworkers of America (Applicant) v. Port Colborne Quarries Limited (Respondent)

Unit: "all employees of the respondent in the Township of Humberstone, save and except foremen, persons above the rank of foreman and office and sales staff." (38 employees in the unit).

2812-61-R: General Truck Drivers, Local 879 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Empire-Hanna Coal Corporation Limited (Respondent)

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman and office and sales staff." (4 employees in the unit).

2827-61-R: Building Service Employees' International Union Local 204 (Applicant) v. Bender Caskets Ltd. (Respondent)

Unit: "all employees of the respondent at Newmarket, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than twenty-four hours per week." (27 employees in the unit).

2836-61-R: Sheet Metal Workers' International Association Local Union 235 (Applicant) v. Kent Metal Industries (Tilbury) Limited (Respondent)

Unit: "all employees of the respondent at Tilbury, save and except foremen, persons above the rank of foreman and office staff." (10 employees in the unit).

2843-61-R: Hamilton Typographical Union No. 129 (Applicant) v. Oakville Record Publishing Limited (Respondent)

Unit: "all employees of the respondent at Oakville, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (6 employees in the unit).

2846-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. United-Carr Fastener Company of Canada Limited (Respondent)

Unit: "all employees of the respondent at Acton, save and except foremen, persons above the rank of foreman and office staff." (4 employees in the unit).

2856-61-R: United Brotherhood of Carpenters and Joiners of America Local 1190 (Applicant) v. K. Vlahos Construction (Respondent)

Unit: "all carpenters, carpenters' apprentices and carpenters' improvers in the employ of the respondent within a radius of twenty-five miles of the City Hall at Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (3 employees in the unit).

2879-61-R: Local Union 1940 The United Brotherhood of Carpenters and Joiners of America (Applicant) v. Internorth Construction (1960) Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent in the cities of Kitchener and Waterloo and all the Township of Waterloo, excepting that portion of the Township lying south of the line commencing from the junction of Waterloo, Wellington Counties boundary and 13 A Kitchener suburban road: Thence along 13 A Kitchener suburban road to its junction with County road 13: Thence travelling in a south westerly direction along County road 13 to its junction with the proposed highway 401: Thence along highway 401 to its junction with county road #6: Thence along county road #6 westerly to the end of Waterloo Township, save and except foremen, persons above the rank of foreman and office staff." (4 employees in the unit).

2891-61-R: International Association of Machinists (Applicant) v. Bohne Industries Limited (Respondent)

Unit: "all employees of the respondent at its plant in Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and security guards." (41 employees in the unit).

2892-61-R: Shopmen's Local Union #757 of the International Association of Bridge, Structural and Ornamental Iron Workers affiliated with the A.F.L.-C.I.O.-C.L.C. (Applicant) v. Lamson Conveyors of Canada Limited (Respondent)

Unit: "all shop employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and persons engaged in field erection and installation work." (18 employees in the unit).

2893-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters (Applicant) v. Lockyer Ready-Mixed and Materials Limited (Respondent)

Unit: "all drivers, warehousemen, yardmen, mechanics, clam operators and batchers employed at or working out of the respondent's plant at Woodbridge, save and except foremen and persons above the rank of foreman."
(16 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

2906-61-R: United Packinghouse Food and Allied Workers A.F.L. - C.I.O. C.L.C. (Applicant) v. Sky-Line Farms Ltd. (Respondent)

Unit: "all employees of the respondent in its processing plant in the Township of King in the County of York, save and except foremen, persons above the rank of foreman, office and sales staffs." (84 employees in the unit).

Certified Subsequent to Pre-Hearing Vote

2628-61-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. H. D. Bryant Motors, Limited (Respondent)

Unit: "all employees of the respondent at Windsor, save and except supervisors, persons above the rank of supervisor, salesmen and office staff." (29 employees in the unit).

Number of names on revised eligibility list	27
Number of ballots cast	27
Number of ballots marked in favour of applicant	17
Number of ballots marked as opposed to applicant	10

2658-61-R: Sudbury General Workers Union Local #101, Canadian Labour Congress (Applicant) v. Sudbury Mine, Mill and Smelter Workers Union Local #598 (Respondent)

Unit: "all office employees of the respondent at Sudbury save and except the office superintendent and persons above the rank of office superintendent."
(4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of The Sudbury and District General Workers' Union, Local 902 of the International Union of Mine, Mill & Smelter Workers (incumbent)	0

2665-61-R: National Union of Public Service Employees (Applicant) v. The Corporation of the Town of Port Colborne (Respondent) v. Port Colborne General and Service Workers Union Local 918 IUMM & SW Int'l Union Mine, Mill & Smelter Workers (Intervener)

Unit: "all employees of the respondent, save and except statutory officials, clerk treasurer, assistant clerk treasurer, relief and welfare officer, public health nurse, town hall office staff, town engineer, town foremen, chief waterworks operator and all members of the police and fire departments." (33 employees in the unit).

Number of names on eligibility list	33
Number of ballots cast	33
Number of ballots marked in favour of applicant	26
Number of ballots marked in favour of intervener	7

2667-61-R: The Canadian Union of Operating Engineers (Applicant) v. Robinson Cotton Mills Limited (Respondent)

Unit: "all stationary engineers and persons primarily engaged as their helpers employed by the respondent at Woodbridge, save and except the chief engineer." (8 employees in the unit).

Number of names on revised eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	7
Number of ballots marked in favour of National Union of Operating Engineers of Canada Local 14922 of District 50 United Mine Workers of America (incumbent)	0

2705-61-R: Miscellaneous and Allied Division, Distillery, Rectifying, Wine and Allied Workers International Union of America, AFL-CIO-CLC (Applicant) v. Carrington Distillers (Ontario) Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen or forelady, persons above the rank of foremen or forelady and office staff." (36 employees in the unit).

Number of names on revised eligibility list	33
Number of ballots cast	33
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	23
Number of ballots marked in favour of Carrington Distillers Employees' Association (incumbent)	8

Certified Subsequent to Post-Hearing Vote

443-60-R: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America, (Applicant) v. McLeod and Halverson (woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and D 1848) (Respondent)

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, retail store employees, scalers and tallymen." (50 employees in the unit).

Number of names on revised eligibility list	24
Number of ballots cast	24
Number of ballots segregated (not counted)	3
Number of ballots marked in favour of applicant	14
Number of ballots marked as opposed to applicant	7

1933-61-R: Amalgamated Meat Cutters & Butcher Workmen of North America AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent in its meat department at Aylmer." (2 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the meat manager does not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is an employee of the respondent included in the bargaining unit."

Number of names on eligibility list	2
Number of ballots cast	2
Number of ballots marked in favour of applicant	2
Number of ballots marked as opposed to applicant	0

2339-61-R: Sudbury General Workers Union, Local #101, Canadian Labour Congress (Applicant) v. Dominion Stores Limited (Respondent) v. The Sudbury and District General Workers' Union Local 902 of the International Union of Mine, Mill & Smelter Workers (Intervener)

Unit: "all employees of the respondent at its retail stores in Sudbury, save and except store managers, assistant managers, persons above the rank of assistant manager, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period." (188 employees in the unit).

Number of names on eligibility list	171
Number of ballots cast	171
Number of ballots marked in favour of applicant	93
Number of ballots marked in favour of intervener	76
Number of segregated ballots (not counted)	2

Applications for Certification Dismissed No Vote Conducted

1894-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. Brewers' Warehousing Company Limited, Wawa, Ontario (Respondent)

Unit: "all employees of the respondent at its warehouses and retail stores in Wawa, save and except manager or foreman, persons above the rank of manager or foreman and office staff." (8 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of this case in ascertaining the number of employees in the bargaining unit at the time the application was made, the Board included those employees of the respondent who are regularly employed for not more than 24 hours per week, who worked for the respondent at any time during the period of two weeks immediately preceding the date the application was made."

Board Member E. Boyer dissented and said:

"I dissent. In ascertaining the number of employees of the respondent in the bargaining unit at the time the application was made, I would have included only those employees who worked for the respondent at any time during the period of one week immediately preceding the date the application was made, and under this formula for determining a part-time employee who should be included in the bargaining unit for the purpose of the count, the applicant would have been entitled to be certified."

2733-61-R: Stedman's Employees Association (Applicant) v. Stedman Brothers Limited (Respondent) v. District 50, United Mine Workers of America (Intervener)

Unit: "all employees of the respondent at its warehouse at Toronto, save and except assistant foremen, buyers, printers and office staff." (208 employees in the unit).

The Board endorsed the Record as follows:

"The majority of the evidence of membership in the applicant was submitted on behalf of persons who purported to become members of the applicant prior to the time that the applicant came into existence and in the absence of any motion by the applicant rectifying the membership of persons who applied for membership prior to the applicant being formed and there being no evidence that such persons did any act consistent with membership after the applicant was formed, the Board is satisfied on the basis of the evidence before it that less than forty-five per cent of the employees of the respondent in the bargaining unit, at the time the application was made, were members of the applicant at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure."

2804-61-R: International Union of Operating Engineers, Local 793 (Applicant) v. Foundation Company of Canada (District of Algoma) (Respondent) (2 employees).

The Board endorsed the Record as follows:

"The applicant having failed to file a declaration concerning membership documents in Form 9 in accordance with the provisions of section 6 of the Board's Rules of Procedure, this application is therefore dismissed."

Certification Dismissed subsequent to Pre-Hearing Vote

2719-61-R: Bakery and Confectionery Workers' International Union of America, Local 264, Toronto (Applicant) v. The Great Atlantic & Pacific Tea Company Limited (Respondent)

Voting Constituency: "all employees in the bakery of the respondent at 135 Laughton Avenue, Toronto, save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (291 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the term supervisor comprises non-working foremen and non-working foreladies."

Number of names on revised eligibility list	273
Number of ballots cast	273
Number of spoiled ballots	2
Number of ballots marked in favour of applicant	119
Number of ballots marked as opposed to applicant	152

Certification Dismissed subsequent to Post-Hearing Vote

2376-61-R: The National Union of Public Employees (Applicant) v. The Corporation of the Town of Milton (Respondent)

Unit: "all employees of the respondent in its Works Department, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (15 employees in the unit).

Number of names on eligibility list	14
Number of ballots cast	14
Number of ballots marked in favour of applicant	5
Number of ballots marked as opposed to applicant	9

2415-61-R: United Steelworkers of America (Applicant) v. Vulcan Containers (Canada) Limited (Metropolitan Toronto) (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (79 employees in the unit).

Number of names on revised eligibility list	75
Number of ballots cast	75
Number of spoiled ballots	2
Number of ballots marked in favour of applicant	29
Number of ballots marked as opposed to applicant	44

2424-61-R: District 50, United Mine Workers of America (Applicant) v. Weston Bakeries Limited operating under the name of Philpott's Sunbeam Bread (Respondent) v. The Employees' Association of Philpott's Bread and Cakes Limited (Intervener)

Unit: "all employees of the respondent at Essex, save and except foremen, persons above the rank of foreman, office and sales staff and driver-salesmen." (46 employees in the unit).

Number of names on revised eligibility list	45
Number of ballots cast	45
Number of ballots marked in favour of applicant	22
Number of ballots marked in favour of intervener	23

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING FEBRUARY 1962

2685-61-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 837, Hamilton, Ontario (Applicant) v. Frid Construction Company Limited (School for the Deaf, Department of Public Works on highway #25 at the southern limits of the town of Milton) (Respondent). (Withdrawn) (26 employees).

2820-61-R: Canadian Merchant Service Guild, Inc. (Applicant) v. The Municipality of Metropolitan Toronto (Captains and Mates - Sam McBride, Thomas Rennie, William Ingles, Aylmer, G.R. Geary and Ned Halen) (Respondent) v. The Toronto Municipal Employees' Association, Local Union Number 79 (Intervener). (13 employees).

2824-61-R: Garage Employees Lodge 1129, International Association of Machinists (Applicant) v. Consolidated Motors Lakehead (Port Arthur, Ontario) (Respondent) (13 employees).

2911-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Truway Contractors Limited (Respondent).

2912-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Rossetti & Savioli (Respondent).

2913-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. C. Strauss Limited (Respondent).

2914-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. H. A. Russell & Company (Respondent).

2915-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Norman Lathing Limited (Respondent).

2916-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Macewan Plastering Limited (Respondent).

2917-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Liberman Plastering Limited (Respondent).

2918-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Hill & Son (Respondent).

2919-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Gambin Bros. Limited (Respondent).

2920-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Gallagher & Walton (Respondent).

2921-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. W. Fisher (Respondent).

2922-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Dixon Construction Enterprises Limited (Respondent).

2923-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. G. Danelon & Son Limited (Respondent).

2924-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. Cesaroni Brothers Limited (Respondent).

2925-61-R: Operative Plasterers and Cement Masons International Association Local 48 (Applicant) v. Chas. Balmer Company Ltd. (Respondent).

2926-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. G. J. Bain (Respondent).

2927-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. F. P. Alves (Respondent).

2928-61-R: Operative Plasterers and Cement Masons' International Association Local 48 (Applicant) v. G. Apted (Respondent).

3050-61-R: The Canadian Union of Operating Engineers (Applicant) v. McKinnan Columbus Chain Limited (boiler room, St. Catharines) (4 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING FEBRUARY 1962

1016-61-R: Hourly paid employees of Kirby Bros. Ltd. (Woodstock) (Applicant) v. International Union United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.-C.I.O.) (Respondent). (GRANTED) (15 employees).

(Re: Kirby Bros. Ltd.,
Woodstock)

On November 24th, 1961 the Board endorsed the Record in part as follows:

"This is an application under section 43 (1) of The Labour Relations Act for a declaration terminating the bargaining rights of the respondent union. The application was signed by Richard Stere and was accompanied by 13 documents, each signed by an employee, indicating that the signatory no longer wished the respondent to be his bargaining agent and authorizing Mr. Stere to represent him in making application for the 'decertification' of the union. Mr. Stere represented the employees at the hearing in this matter and testified from his personal knowledge, as to the circumstances concerning the origination of the material filed and the manner in which each of the signatures was obtained.

Mr. Stere testified that employees had approached him in January 'about the union' and that a meeting was held at his home. He then went to see a person to whom he referred as 'Len Lewis'. He stated that he had met Mr. Lewis at the curling rink and knew him as a person who 'seems to fight unions'. Mr. Stere stated further that Mr. Lewis was a worker at Standard Tube and that he did not think that Mr. Lewis exercised managerial functions there. Mr. Stere was advised by Mr. Lewis as to the appropriate time for the filing of the application and was assisted by Mr. Lewis in arriving at the wording of the documents to be signed by the employees. Practically all the documents were signed at Mr. Stere's home and Mr. Stere and his brother witnessed the signatures in each case. After the signatures had been obtained, Mr. Stere again approached Mr. Lewis for assistance in filling out the application form. Mr. Stere testified that he had not discussed the respondent union, the documents signed by the employees, or the instant application, with any member of the management of Kirby Bros. Ltd.

In the instant case, 80 per cent of the employees in the bargaining unit have signified in writing that they no longer wish to be represented by the respondent. We have to determine, therefore, whether the signification was voluntary in the circumstances of this case.

Having regard to the Board's decision in the Harry Hayley & Sons Limited Case (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder 16, 106, C.L.S. 76-595, the issue for the Board is whether the written documents filed in support of the application have been 'inspired by management' or whether 'management or its representatives have participated in their origination or circulation'.

There is absolutely no evidence before the Board that Mr. Lewis was exercising managerial functions at Standard Tube and consequently we are not called upon to deal with a situation where the management of one employer has done something that is prohibited to the employer concerned in this case. Similarly there is no evidence before us that Mr. Lewis was acting on behalf of the management of Kirby Bros. Ltd. in any way. In these circumstances we are satisfied that the documents herein reflect the voluntary signification by the employees that they no longer wish to be represented by the respondent."

Board Member D.B. Archer dissented and said:

"I dissent. This is an application for termination of bargaining rights where an employee, Richard Stere, made the application and gave evidence to support it. He admits that the originator was a person named Len Lewis of Standard Tube. He was unable to say in what capacity Len Lewis is employed at Standard Tube. I would dismiss the application on one or other of two grounds. First, Mr. Stere was unable to say who Mr. Lewis was. If Mr. Lewis has managerial functions at Standard Tube then, in my opinion, there is company interference and support in this application. To hold otherwise would allow one union or company to do on behalf of another union or company acts which that union or company is forbidden by legislation or Board practice to do for itself. This would create an intolerable situation. Secondly, if we assume Mr. Lewis is an unknown person since it is admitted he is the originator of the petition, there is no real evidence of its origination and it does not satisfy the Board's requirements as to evidence of origination and therefore should be dismissed. In my opinion, on either of these grounds, the application should fail."

Number of names on revised eligibility list	17
Number of ballots cast	17
Number of ballots marked in favour of respondent	0
Number of ballots marked as opposed to respondent	17

2509-61-R: Ross Elliott, William Sutherland and others
(Applicants) v. United Steelworkers of America (Respondent)
(DISMISSED) (38 employees).

(Re: Wright Assemblies Limited,
Strathroy)

The Board endorsed the Record as follows:

"The instant application for declaration terminating bargaining rights was made on November 30th, 1961. A similar application was made on October 4th, 1961 and was dismissed by the Board in its decision dated October 26th, 1961. At the hearing in each application, the applicants were represented by the same employees. The respondent submits that it has not been afforded a reasonable period of time between the applications to permit it to bargain with the employer for the conclusion of a collective agreement.

The Board's views with respect to successive applications to displace or terminate a current and active collective bargaining relationship are stated in the Trinidad Leasehold Case (1949) CCH Canadian Labour Law Reports, Transfer Binder, ¶17,005; D.L.S. 7-2107, Filey-Hall Case (1952) CCH Canadian Labour Law Reports, Transfer Binder ¶17,037; C.L.S. 76-349, Windsor Lumber Case (1958) CCH Canadian Labour Law Reports, Transfer Binder, ¶16,104; C.L.S. 76-593, and Canadian Sealright Case (1959) CCH Canadian Labour Law Reports, Transfer Binder, ¶16,157; C.L.S. 76-665.

The Board finds that the instant case comes within the principles laid down in these cases.

The application is accordingly dismissed."

2590-61-R: Peter Siedlecki (Applicant) v. Building Service Employees' International Union, Local 204 A.F. of L -C.I.O., C.L.C. (Respondent) (GRANTED). (11 employees).

(Re: Gibson Bros. Limited at
11 Adelaide Street West Limited,
Board of Trade Building, Toronto)

Number of names on revised eligibility list	11
Number of ballots cast	10
Number of ballots marked in favour of respondent	0
Number of ballots marked as opposed to respondent	11

2604-61-R: Nicolet House Ltd., 304 Albert St. W., Sault Ste. Marie (Applicant) v. Hotel & Restaurant Employees & Bartenders International Union, Local 412, Sault Ste. Marie (Respondent) (DISMISSED) (5 employees).

(Re: Nicolet House Ltd.,
Sault Ste. Marie, Ontario)

The Board endorsed the Record as follows:

"In all the circumstances of this case we are of the opinion that the Board should exercise its discretion under section 45 (2) of The Labour Relations Act and not terminate the bargaining rights of the respondent trade union or order a representation vote. In any event and apart from the general circumstances, the application is, in the opinion of the Board, untimely.

In reaching this conclusion the Board is not unmindful of the fact that there is an obligation on the respondent union to attempt to negotiate on behalf of the employees for whom it has bargaining rights. Therefore, although we are dismissing the application, we do so without prejudice to a further application being made unless the respondent union takes steps within fifteen days from the date of this decision to commence bargaining.

The application is dismissed."

2656-61-R: The Employees of the America-Standard Products (Canada) Limited, Junction Plant (Applicant) v. International Molders' and Foundry Workers' Union of North America, and its Local No. 28, Toronto, Ontario (Respondent) v. American-Standard Products (Canada) Limited (Intervener) (DISMISSED) (136 employees).

(Re: American-Standard Products (Canada) Limited,
Junction Plant, Toronto)

The Board endorsed the Record as follows:

"Having regard to the representations of the parties and on the basis of all the evidence, the Board finds that the application is untimely."

2666-61-R: Royal Hotel Ltd., Queen St. East, Sault Ste. Marie (Applicant) v. Hotel and Restaurant Employees and Bartenders International Union Cincinnati, Ohio, U.S.A. (Respondent) (DISMISSED) (20 employees).

(Re: Royal Hotel Ltd.,
Sault Ste. Marie)

The Board endorsed the Record as follows:

"In all the circumstances of this case we are of the opinion that the Board should exercise its discretion under section 45(2) of The Labour Relations Act and not terminate the bargaining rights of the respondent trade union or order a representation vote. In any event in our opinion the applicant agreed to the delay in resuming negotiations.

In reaching this conclusion the Board is not unmindful of the fact that there is an obligation on the respondent union to attempt to negotiate on behalf of the employees for whom it has bargaining rights. Therefore, although we are dismissing the application, we do so without prejudice to a further application being made unless the respondent union takes steps within fifteen days from the date of this decision to commence bargaining.

The application is dismissed."

2689-61-R: Central Public House Ltd. 458 Queen St. E., Sault Ste. Marie (Applicant) v. Hotel & Restaurant & Bartenders Int. Union. Local 412, Sault Ste. Marie (Respondent) (DISMISSED) (4 employees).

(Re: Central Public House Ltd.,
Sault Ste. Marie)

The Board endorsed the Record as follows:

"In all the circumstances of this case we are of the opinion that the Board should exercise its discretion under section 45 (2) of The Labour Relations Act and not terminate the bargaining rights of the respondent trade union or order a representation vote.

In reaching this conclusion the Board is not unmindful of the fact that there is an obligation on the respondent union to attempt to negotiate on behalf of the employees for whom it has bargaining rights. Therefore, although we are dismissing the application, we do so without prejudice to a further application being made unless the respondent union takes steps within fifteen days from the date of this decision to commence bargaining.

The application is dismissed."

2694-61-R: New American Public House 602 Bay St. Sault Ste. Marie (Applicant) v. Hotel and Restaurant Employees Int. Union Local 412 Sault Ste. Marie (Respondent) (DISMISSED) (4 employees).

(Re: New American Public House,
Sault Ste. Marie, Ontario)

The Board endorsed the Record as follows:

"In all the circumstances of this case we are of the opinion that the Board should exercise its discretion under section 45(2) of The Labour Relations Act and not terminate the bargaining rights of the respondent trade union or order a representation vote.

In reaching this conclusion the Board is not unmindful of the fact that there is an obligation on the respondent union to attempt to negotiate on behalf of the employees for whom it has bargaining rights. Therefore, although we are dismissing the application, we do so without prejudice to a further application being made unless the respondent union takes steps within fifteen days from the date of this decision to commence bargaining.

The application is dismissed."

2776-61-R: Koehring-Waterous Ltd. (Applicant) v. International Union of Operating Engineers Local Union No. 700, Hamilton, Ont. (Respondent) (DISMISSED)

(Re: Koehring-Waterous Ltd.,
Brantford, Ontario)

The Board endorsed the Record as follows:

"For reasons given orally at the hearing, the application is dismissed."

APPLICATION UNDER SECTION 79 DISPOSED OF DURING FEBRUARY 1962

1987-61-M: Retail, Wholesale and Department Store Union, Local 414, of the Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Applicant) v. Industrial Food Services Division of Canadian Food Products Sales Limited (Oakville) (Respondent) (DISMISSED).

The Board endorsed the Record as follows:

"For reasons given in writing, this application is dismissed."

Board Member D.B. Archer dissented and said:

"I dissent. For reasons given in writing I would have accepted jurisdiction in this case."

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED

OF DURING FEBRUARY 1962

2806-61-U: Motorways Ontario Limited (Applicant) v. Robert B. Atkinson, et al (Respondent) (WITHDRAWN).

2807-61-U: Motorways Ontario Limited (Applicant) v. J. Petras, et al (Respondent) (WITHDRAWN)

APPLICATION FOR DECLARATION THAT LOCKOUT UNLAWFUL DISPOSED OF

BY THE BOARD

2880-61-U: Lumber and Sawmill Workers' Union Local 2693 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. McLeod and Halverson (Sapawe) (Respondent). (WITHDRAWN).

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

FEBRUARY 1962

2026-61-U: The Brewery & Soft Drink Workers, Local Union No. 316, International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-C.L.C. (Applicant) v. The Seven-Up Bottling Company (Fort William) Limited (Respondent) (DISMISSED).

The Board endorsed the Record as follows:

"For reasons given in writing, this application is dismissed."

Board Member, E. Boyer dissented and said:

"For reasons given in writing, I dissent, and I would have granted consent to prosecute the respondent in this matter."

2706-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Ben Popadiuk (Respondent) (Granted).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against Ben Popadiuk, the respondent in this matter for the following offence alleged to have been committed:

That the said Ben Popadiuk did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2707-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Henry De Jonge (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Henry De Jonge, the respondent in this matter for the following offence alleged to have been committed:

That the said Henry De Jonge did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2708-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Lowrie Spencer Green (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Lowrie Spencer Green, the respondent in this matter for the following offence alleged to have been committed:

That the said Lowrie Spencer Green did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2709-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Gordon J. Foster (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Gordon J. Foster, the respondent in this matter for the following offence alleged to have been committed:

That the said Gordon J. Foster did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2710-61-R: The Overland Express Limited (Woodstock) (Applicant) v. Verne Howard Trickett (Respondent) (Dismissed).

(SEE INDEXED ENDORSEMENT PAGE 408)

2711-61-U: The Overland Express Limited (Woodstock) (Applicant) v. James Samuel Smith (Respondent) (Granted).

"The Board consents to the institution of a prosecution against James Samuel Smith, the respondent in this matter for the following offence alleged to have been committed:

That the said James Samuel Smith did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2712-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Bruce Morley Smith (Respondent) (Granted)

"The Board consents to the institution of a prosecution against Bruce Morley Smith, the respondent in this matter for the following offence alleged to have been committed:

That the said Bruce Morley Smith did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2713-61-U: The Overland Express Limited (Woodstock) (Applicant) v. John Gelencher (Respondent) (Granted).

"The Board consents to the institution of a prosecution against John Gelencher, the respondent in this matter for the following offence alleged to have been committed:

That the said John Gelencher did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2714-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Harold Edward Ropp (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Harold Edward Ropp, the respondent in this matter for the following offence alleged to have been committed:

That the said Harold Edward Ropp did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2715-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Gordon Alexander Chambers (Respondent) (Granted)

"The Board consents to the institution of a prosecution against Gordon Alexander Chambers, the respondent in this matter for the following offence alleged to have been committed:

That the said Gordon Alexander Chambers did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2716-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Joseph Nelson Boyle (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Joseph Nelson Boyle, the respondent in this matter for the following offence alleged to have been committed:

That the said Joseph Nelson Boyle did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2717-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Ralph Schut (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Ralph Schut, the respondent in this matter for the following offence alleged to have been committed:

That the said Ralph Schut did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2718-61-U: The Overland Express Limited (Woodstock) (Applicant) v. Raymond Mark Des Roches (Respondent) (Granted).

"The Board consents to the institution of a prosecution against Raymond Mark Des Roches, the respondent in this matter for the following offence alleged to have been committed:

That the said Raymond Mark Des Roches did contravene section 54 (2) of The Labour Relations Act in that he did engage in an unlawful strike on December 29th, 1961.

The appropriate documents will issue."

2801-61-U: Motorways Ontario Limited (Applicant) v. J. Petras, et al (Respondents). (GRANTED IN PART, DISMISSED IN PART).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against forty-nine (49) of the respondents in this matter for the following offence alleged to have been committed:

That on or about the 18th day of January 1962, the said forty-nine respondents did engage in an unlawful strike contrary to section 54 (2) of The Labour Relations Act.

The appropriate documents will issue with respect to these said respondents.

The application with respect to all other respondents named in schedule "B" is dismissed."

2802-61-U: Motorways Ontario Limited (Applicant) v. Robert B. Atkinson, et al (Respondents). (GRANTED IN PART, DISMISSED IN PART).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against fourteen (14) of the respondents in this matter for the following offence alleged to have been committed:

That on or about the 17th day of January 1962, the said fourteen of the respondents did engage in an unlawful strike contrary to section 54(2) of The Labour Relations Act.

The appropriate documents will issue with respect to these said respondents.

The application with respect to all other respondents named in schedule "A" is dismissed."

2825-61-U: Motorways Ontario Limited (North Bay) (Applicant) v. George Depencier, et al (Respondents). (DISMISSED).

2826-61-U: Motorways Ontario Limited (North Bay) (Applicant) v. Wilfred Arsenault, et al (Respondents) (DISMISSED)

2864-61-U: Gambin Brothers Limited (Toronto) (Applicant) v. C. Anderson, et al (Respondent). (WITHDRAWN).

2865-61-U: Gambin Brothers Limited (Toronto) (Applicant) v. H. Koroll, et al (Respondent). (WITHDRAWN).

2866-61-U: Gambin Brothers Limited (Toronto) (Applicant) v. R. Bursey, et al (Respondent) (WITHDRAWN).

2881-61-U: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. McLeod & Halverson (Sapawe) (Respondent). (WITHDRAWN).

2882-61-U: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Douglas McLeod (Sapawe) (Respondent). (WITHDRAWN).

2888-61-U: Gambin Brothers Limited (Toronto) (Applicant) v. V. Baggs, et al (Respondent). (WITHDRAWN).

2889-61-U: Gambin Brothers Limited (Toronto) (Applicant) v. K. Weller, et al (Respondent). (WITHDRAWN).

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING FEBRUARY 1962

2495-61-U: Canadian Brotherhood of Railway, Transport and General Workers (Applicant) v. Central Taxi (St. Catharines) Limited (Respondent).

2529-61-U: General Truck Drivers' Union, Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. The Great Atlantic & Pacific Tea Company (Respondent).

2690-61-U: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW) (Applicant) v. Essex Metal Industries Limited (Winasor) (Respondent).

2757-61-U: International Chemical Workers Union, A.F. of L.C.I.O. C.L.C. (Applicant) v. J. F. Hartz Company Limited (Respondent).

2978-61-U: Joseph Grauvogl (Applicant) v. Beaver Bread Limited (Respondent) (WITHDRAWN).

CERTIFICATION INDEXED ENDORSEMENT

2695-61-R: Local Union 2028, International Brotherhood of Electrical Workers, AFL-CIO-CLC (Applicant) v. The Hydro-Electric Commission of the Town of Ajax (Respondent). (CERTIFIED JANUARY, 1962). (See Monthly Report O.L.R.B. Jan. 1962 pps. 335-6).

On February 8th, 1962 the Board further endorsed the Record as follows:

"Having regard to the representations of the respondent and the representations of the applicant as contained in their letters dated January 24th, 1962 and February 3rd, 1962, respectively, the Board revokes paragraph 3 of the Board's decision of January 23rd, 1962 and substitutes therefor the following:

The Board further finds that all office staff of the Hydro Electric Commission of the Town of Ajax, save and except the general manager, persons above the rank of general manager and the secretary to the general manager, constitute a unit of employees of the respondent appropriate for collective bargaining.

It is to be noted that it is the policy of the Board not to exclude non existing classifications from the bargaining unit, and, in the absence of a person occupying the position of office manager, the Board will not rule as to the exclusion of the office manager from the bargaining unit."

Request for Reconsideration of Decision of Ontario Labour Relations Board.

18570-59: District 50, United Mine Workers of America (Applicant) v. Du Pont of Canada Limited (Nipissing Junction) (Respondent). (GRANTED JANUARY 1961).

On February 15, 1962, the Board further endorsed the Record as follows:

"We have now had an opportunity of considering the representations made by counsel for the objectors in support of his request that the Board reconsider and vary its decision of January 23, 1961, in this matter, as well as the representations of counsel for the applicant in reply to the request and the representations of counsel for the respondent. We shall deal with the grounds advanced by counsel for the objectors seriatim.

- (a) The majority of the Board did not hold, as counsel for the objectors suggests, that it could take cognizance of Ellieff's activities only if they constituted a violation of one of the unfair practice sections of the Act.

Two points were made by the majority in this connection:

- (i) We dealt first of all with the question as to whether there was in fact evidence before us sufficient to warrant a finding that Ellieff had infringed the unfair practice sections of the Act. We found that there was "nothing of a coercive nature in what was said or done by Ellieff" which would fall within the unfair practice sections of the legislation. Had we found that there was something of a coercive nature in those activities, we would have dismissed the application outright, in line with the decision of the Board in the Canadian Fabricated Products Case, (1954) C.C.H. Canadian Labour Law Reports, Transfer Binder '49-'54, ¶17090, C.L.S. 76-465.
- (ii) Having come to the conclusion that there had been no unfair practice committed, we then went on to find that what Ellieff did amounted to social pressure and social pressure which does not place "a person's employment in jeopardy either directly or by implication" is not a factor which should affect the weight to be given to the evidence of membership submitted by the applicant union in support of its application. Had we found that the social pressure jeopardized the employment of the persons against whom it was directed, the result might have been otherwise, even though it had not amounted to an unfair practice under the Act. The Preston Case, (1957) C.C.H. Canadian Labour Law Reports, Transfer Binder '55-'59, ¶16,089, C.L.S. 76-572 is distinguishable from the instant case on the facts since, in the former the Board was dealing with a situation where the secretary-treasurer of the employer corporation had questioned each of the employees as to his or her union membership.

While such questioning may in one sense be described as social pressure, it is obvious to anyone having any knowledge of labour relations and indeed it is implicit in the provisions of section 83(1) of The Labour Relations Act that a significant proportion of employees stand in fear that, if their membership in a trade union is disclosed to their employer, their employment may be endangered. Similarly, in the National Paper Goods Case, (1945) D.L.S. 7-1163, it is clear that, in the opinion of the majority of the Board, the actions of the employer caused the employees to fear the loss of their jobs.

Counsel for the objectors submitted that the same standards should be applied to the actions of trade unions as is applied to the actions of employers. As he rightly pointed out we are dealing here with the weight to be given to the evidence presented as to the desires of the employees. In doing so, however, regard must be had for the distinction drawn by the Act itself between the prohibitions imposed on employers by section 50 (formerly section 47) of the Act and those imposed on persons other than employers by section 52 (formerly section 48(1)).

- (b) The question of time taken by the Board in disposing of this application was dealt with in our decision of January 23, 1961 and we found nothing in the arguments that were advanced to us at the hearing on the request for reconsideration that, in our opinion, warrant a change in the conclusion we arrived at at that time. We have given consideration to the opinions expressed by McRuer C.J. in Regina v. Ontario Labour Relations Board, ex parte Genaire Limited, (1958) O.R. 637, and by Aylesworth J.A. speaking for the Court of Appeal in that case, (1959) O.W.N. 149 and by Smily J. in Regina v. Ontario Labour Relations Board, ex parte Underwater Gas Developers Limited, (1960) O.W.N. 53. There is no question on the basis of these decisions that, in so far as authority is concerned, the Board has authority to entertain the request for reconsideration. The issue before us, however, is not whether the Board has authority to vary its decision of January 23, 1961, but rather as to the grounds upon which it ought to do so.

We do not think that a change in the personnel comprising the bargaining unit should affect the result. There is scarcely a representation case that comes before us in which there is not a change in the personnel almost from day to day and this occurs not only in instances where some considerable time has elapsed between the filing of an application and the date of the decision, but even in cases where the matter is disposed of within two or three weeks of the date of making. In the instant case, it is interesting to note that there has been a greater degree of stability in the personnel than in many of the cases that come before us. We were informed that 122 of the original work force of 140 were still on the payroll as of January 23, 1961 and that there were only 26 new persons introduced into the bargaining unit since the filing of the application. If we were to adopt a principle that a decision should be altered on the ground of a change in personnel, the result would be that few cases in which decisions were issued would not be subject to review almost from day to day. In addition, no documentary evidence was submitted to us in support of the request for reconsideration to show that the employees no longer desired to be represented by the applicant. Any documentary evidence that counsel for the objectors had sought to submit in October 1959 was not admitted because it was not submitted within the time limits set by the Board for the reception of such evidence. In these circumstances, we do not deem it advisable to vary or revoke our decision of January 23, 1961 in this matter."

Board Member C.C. Young dissented and said:

"I dissent. The issues before the Board in this application for reconsideration are essentially those which I discussed at some length in my dissenting opinion of January 1961, and little is to be served by repeating my views here in any detail.

I was and am of opinion that Ellieff's conduct had a considerable effect on the weight to be given to the evidence of membership, and that my colleagues applied an unduly restrictive test in considering this evidence. Whether or not Ellieff's conduct was coercive and intimidatory within the meaning of section 52 (formerly section 48(1)), and I believe it was, it was certainly calculated to suppress the true wishes of the employees affected by the application for certification, and, in my view, this should have been enough

to persuade the Board to direct a representation vote in order that it might discover the true wishes of these employees before certifying the applicant union.

Above all, however, it is the delays which have occurred in this case which confirm my original view that this is a case where a representation vote should be taken. The original application was filed in September 1959, two hearings were held in October 1959, and decision was not made until January 1961 and it was released to the parties in February 1961. This application for reconsideration was filed in March 1961, no hearing was held until August 1961 and the decision was made in February 1962. The total lapse of time has therefore been approximately 29 months.

Having regard to these considerable delays, to the not inconsiderable turnover in staff and to the fact that evidence of a change of mind by a large group of employees was in fact tendered to the Board as early as October 1959 but not admitted by the Board at that time, I would have had no hesitation in directing that a representation vote be now taken to determine the wishes of the employees."

PROSECUTION INDEXED ENDORSEMENT

2710-61-U: The Overland Express Limited (Woodstock)
(Applicant) v. Verne Howard Trickett (Respondent).
(DISMISSED FEBRUARY 1962)

The Board endorsed the Record as follows:

"This is an application by the applicant for consent to prosecute the respondent Verne Howard Trickett for engaging in an unlawful strike on December 29th, 1961 contrary to the provisions of section 54 (2) of The Labour Relations Act.

The respondent was an employee of the applicant at the material times and two months prior to the date in question had been appointed a union steward.

Between the hours of 1 a.m. and 4 a.m. on December 29th, 1961, twelve employees of the applicant engaged in an unlawful strike contrary to the provisions of section 54 (2) of The Labour Relations Act.

The respondent left the applicant's premises during working hours and spoke to the employees who were engaging in the unlawful strike in his capacity of union steward and attempted to cause the employees to return to their work. He then telephoned the business agent of the union which represented the employees and advised him of the situation. On the instructions of the business agent he again attempted to persuade the employees to return to work. At the request of, and in the presence of, the personnel manager of the applicant he again asked the men to return to work. Having failed to cause the men to return to work, he again telephoned the union business agent and requested the business agent to attend at the premises of the applicant. At about 3.20 a.m. the union business agent arrived at the applicant's premises and by 4.00 a.m. was able to cause the employees to return to work. During the period between 1.00 a.m. and 4.00 a.m. Trickett did not enter the applicant's premises to return to work.

The applicant argued that Trickett should have returned to work when he first discovered he was unable to cause the other employees to return to their work, and by so doing, would have indicated by his example the proper course of conduct for the others to follow. In addition he would have, openly and without qualification, indicated his disapproval of their unlawful conduct. Although this course was open to Trickett, we are of opinion that his conduct, during the period in question, indicated his disapproval of the actions of the striking employees, and in attempting to carry out his duties as a union steward by making an honest and sincere effort to cause the employees to return to their work, he can not now be said to have refused to continue to work in combination or in concert or in accordance with a common understanding, with the other employees who had refused to continue to work.

The application is therefore dismissed."

PART II

STATISTICAL TABLES

I.	Applications and Complaints to the Ontario Labour Relations Board	S 67
II.	Hearings of the Labour Relations Board	S 67
III.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S 68
IV.	Applications and Complaints Disposed of by Board by Major Types	S 69
V.	Representation Votes in Certification Applications Disposed of by Board	S 71
VI.	Representation Votes in Termination Applications Disposed of by Board	S 71

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Feb. 1st '62	11 months 61-62	fiscal year 60-61
I Certification	70	709	693
II Declaration Terminating Bargaining Rights	9	64	55
III Declaration of Successor Status	-	9	9
IV Conciliation Services	136	1119	943
V Declaration that Strike Unlawful	2	37	27
VI Declaration that Lockout Unlawful	1	2	1
VII Consent to Prosecute	25	108	89
VIII Complaint of Unfair Practice in Employment	5	116	22
IX Miscellaneous	<u>1</u>	<u>17</u>	<u>11</u>
TOTAL	<u>249</u>	<u>2181</u>	<u>1850</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

*Employees

I	Disposition	Feb. 1st '62	11 mos 61-62	fiscal yr. 60-61	Feb. 1st '62	11 mos 61-62	fiscal yr. 60-61
<u>Certification</u>							
Certified	41	440	484	1021	12325	13125	
Dismissed	7	160	145	649	7473	5569	
Withdrawn	22	109	64	406	2753	1134	
TOTAL	<u>70</u>	<u>709</u>	<u>693</u>	<u>2076</u>	<u>22551</u>	<u>19828</u>	
<u>II Termination of Bargaining Rights</u>							
Terminated	2	18	30	28	536	809	
Dismissed	7	43	17	207	820	575	
Withdrawn	-	3	8	-	96	475	
TOTAL	<u>9</u>	<u>64</u>	<u>55</u>	<u>235</u>	<u>1452</u>	<u>1859</u>	

*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filled with the Board. Totals for applications dismissed and withdrawn are approximate.

	Number of appl'ns dis. of Feb. 1st 11 mos. fiscal yr.		
	'62	61-62	60-61

III Conciliation Services*

Referred	135	1062	887
Dismissed	-	13	17
Withdrawn	<u>1</u>	<u>44</u>	<u>39</u>
TOTAL	<u>136</u>	<u>1119</u>	<u>943</u>

**IV Declaration that
Strike Unlawful**

Granted	-	5	4
Dismissed	-	2	1
Withdrawn	<u>2</u>	<u>30</u>	<u>22</u>
TOTAL	<u>2</u>	<u>37</u>	<u>27</u>

**V Declaration that
Lockout Unlawful**

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	<u>1</u>	<u>1</u>	<u>-</u>
TOTAL	<u>1</u>	<u>2</u>	<u>1</u>

**VI Consent to
Prosecute**

Granted	14	31	21
Dismissed	4	15	6
Withdrawn	<u>7</u>	<u>62</u>	<u>62</u>
TOTAL	<u>25</u>	<u>108</u>	<u>89</u>

*Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

Number of Votes

Feb. 1st 11 months of fiscal yr.
'62 61-62 60-61

* Certification After Vote

pre-hearing vote	4	50	19
post-hearing vote	3	38	60
ballots not counted	-	-	-

Dismissed After Vote

pre-hearing vote	1	18	5
post-hearing vote	3	46	63
ballots not counted	-	10	-
TOTAL	<u>11</u>	<u>162</u>	<u>147</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF
BY THE BOARD

Number of Votes

Feb. 1st 11 months of fiscal yr.
'62 61-62 60-61

Respondent Union Successful	-	3	5
Respondent Union Unsuccessful	<u>2</u>	<u>17</u>	<u>13</u>
TOTAL	<u>2</u>	<u>20</u>	<u>18</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT



MARCH 1962

ONTARIO LABOUR RELATIONS BOARD

PART I

CASE LISTINGS

		Page
1.	Applications for Certification	
	(a) Bargaining Agents Certified	410
	(b) Applications Dismissed	422
	(c) Applications Withdrawn	427
2.	Applications for Declaration Terminating Bargaining Rights	428
3.	Application for Declaration Concerning Successor Status	433
4.	Applications for Declaration that Strike Unlawful	434
5.	Applications for Consent to Prosecute	434
6.	Applications Under Section 65 of the Act	434
7.	Indexed Endorsements	
	Certification	
	2188-61-R Nicky's Plush Toy Manufacturing Company (Toronto)	435
	2755-61-R Metropolitan General Hospital (power house, Windsor)	437
	Conciliation	
	2456-61-C International Nickel Company of Canada, Limited	438
8.	Trusteeship Report Filed	445

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING MARCH 1962

Bargaining Agents Certified During March
No Vote Conducted

2053-61-R: Amalgamated Meat Cutters & Butcher Workmen of N.A. AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent in its meat department in Ingersoll." (2 employees in the unit).

2054-61-R: Amalgamated Meat Cutters and Butcher Workmen of N.A., AFL-CIO Food Handlers Local Union 175 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent at Ingersoll, save and except store managers, persons above the rank of store manager, persons employed in its meat department, office staff, persons regularly employed for not more than 24 hours per week and students employed in off school hours and during the school vacation period." (6 employees in the unit).

2055-61-R: Amalgamated Meat Cutters and Butcher Workmen of N.A. AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent in its meat department in its store in Strathroy." (4 employees in the unit).

2379-61-R: Building Service Employees' Union, Local 210 AF. of L.-C.I.O., C.L.C. (Applicant) v. Bowlero Bowl Limited (Respondent)

Unit: "all employees of the respondent at Windsor, save and except manager, persons above the rank of manager, persons regularly employed for not more than 24 hours per week and office staff." (9 employees in the unit).

2469-61-R: Brotherhood of Painters, Decorators and Paperhanglers of America, Local #114 (Applicant) v. L. G. Byrd & Son (Respondent)

Unit: "all painters, decorators, paperhanglers and their apprentices of the respondent employed at or working out of Belleville, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (7 employees in the unit).
(UNIT AGREED TO BY THE PARTIES).

2528-61-R: United Glass & Ceramic Workers of North America, A.F.L. - C.I.O. - C.L.C.; (Applicant) v. Dominion Glass Company Limited; (Respondent) v. Draftsmen's Association of Ontario, Local 164, American Federation of Technical Engineers, A.F.L. - C.I.O. - C.L.C. (Intervener) (GRANTED)

Unit: "all office and clerical employees of the respondent in Hamilton, save and except assistant department heads, persons above the rank of assistant department head, one secretary each to the factory manager and factory superintendent, technical staff, security guards, salesmen, registered nurses and persons covered by a subsisting collective agreement between the respondent and Draftsmen's Association of Ontario, Local 164, American Federation of Technical Engineers, A.F.L. C.I.O. C.L.C." (75 employees in the unit).

2556-61-R: United Packinghouse, Food and Allied Workers AFL-CIO-CLC (Applicant) v. Ontario Tree Fruits Co-Operative Limited (Respondent)

Unit: "all employees of the respondent at its packing plant at Milton, save and except foremen, persons above the rank of foreman and office staff." (19 employees in the unit).

The Board endorsed the Record as follows:

"For reasons given in writing, the Board finds that the employees of the respondent are not "employed in agriculture" within the meaning of section 2 (b) of The Labour Relations Act."

2734-61-R: International Hod Carriers', Building and Common Labourers' Union of America (A.F.L. -C.I.O.) (C.L.C.) Local 1250 (Applicant) v. Dibblee Construction Company Limited (Respondent)

Unit: "all construction labourers of the respondent engaged in sewer and watermain construction employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (22 employees in the unit).

2735-61-R: United Rubber, Cork, Linoleum and Plastic Workers of America, AFL-CIO-CLC (Applicant) v. Fleck Manufacturing Limited. (Tillsonburg) (Respondent)

Unit: "all employees of the respondent at Tillsonburg save and except foremen and foreladies and persons above the rank of foreman or forelady, office and sales staff and persons regularly employed for not more than 24 hours per week." (36 employees in the unit).

2768-61-R: The United Brotherhood of Carpenters and Joiners of America Local Union 1669 (Applicant) v. Drake Construction Co. Ltd. (Respondent)

Unit: "all carpenters and joiners and their apprentices of the respondent employed in all that part of North Western Ontario west of a line running through Pagwa and White River, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit)

2828-61-R: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Respondent)

Unit: "all employees of the respondent at London regularly employed for not more than twenty-four hours per week." (81 employees in the unit).

The Board endorsed the Record as follows:

"For the purpose of clarity the Board declares that the employees in the meat department regularly employed for not more than twenty-four hours per week are included in the bargaining unit."

2837-61-R: The United Brotherhood of Carpenters and Joiners of America, Local 2466 (Applicant) v. M. J. Sulpher & Sons Ltd. (Town of Pembroke) (Respondent).

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at Pembroke, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

2840-61-R: Building Service Employees' Union, Local 210 A.F. of L.- C.I.O. C.L.C. (Applicant) v. St. Mary's Academy (Respondent)

Unit: "all employees of the respondent at Windsor, save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (24 employees in the unit).

2878-61-R: Lumber and Sawmill Workers Union, Local 2693 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Saxberg Brothers (Respondent)

Unit: "all employees of the respondent engaged in its woods operations in the Burchell Lake Area, District of Thunder Bay, Port Arthur Mining Division as described in Plan No. M 2446 Department of Mines, save and except foremen, persons above the rank of foreman, scalers, talleymen and office staff." (23 employees in the unit).

2937-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Lakeshore Meat Markets Limited. (Respondent)

Unit: "all meat department employees of the respondent in Metropolitan Toronto, save and except owner-managers." (5 employees in the unit).

2947-61-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Applicant) v. Stone Straw Corporation of Canada Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen and foreladies, persons above the rank of foreman or forelady, office and sales staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (41 employees in the unit).

The Board endorsed the Record as follows:

"In view of the circumstances which led up to the preparation of the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant, the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case."

2949-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, AFL-CIO - CLC (Applicant) v. Coca Cola Limited (Respondent)

Unit: "all employees of the respondent at its plant at Hamilton, save and except special salesmen, foremen, persons above the rank of special salesman and foreman and office staff." (70 employees in the unit).

2953-61-R: Local Union 1678, International Brotherhood of Electrical Workers AFL-CIO-CLC (Applicant) v. Napanee Public Utilities Commission (Waterworks) (Respondent)

Unit: "all employees of the respondent in its Waterworks Department in Napanee, save and except supervisors, persons above the rank of supervisor, office staff and students hired for the school vacation period." (5 employees in the unit).

2954-61-R: International Union, United Automobile Aircraft and Agricultural Implement Workers of America (UAW) (Applicant) v. Link-Belt Speeder (Canada) Ltd. (Respondent)

Unit: "all employees of the respondent in the Township of East Oxford, save and except foremen, persons above the rank of foreman, office staff, security guards and students hired for the school vacation period." (29 employees in the unit).

Board Member D.B. Archer dissented and said:

"I dissent. I would not have excluded the "students hired for the school vacation period" since no such persons exist at this time. I do not believe it is possible to deal with job classifications that do not exist and there is no guarantee that if such persons did exist that they would not wish to be represented by the union."

2955-61-R: Sudbury Typographical Union, No. 846 (Applicant) v. Graphic Arts Limited (Respondent)

Unit: "all journeymen and apprentice compositors, pressmen and binders in the employ of the respondent at Sudbury, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

2958-61-R: United Steelworkers of America (Applicant) v. Dayton Steel Foundries of Canada (Respondent)

Unit: "all employees of the respondent at Orillia, save and except foremen, persons above the rank of foreman, office and sales staff." (29 employees in the unit).

2960-61-R: Local No. 7, Ottawa, Ontario of the Bricklayers, Masons and Plasterers International Union of America; (Applicant) v. Pre-Con Ltd.; (Respondent) v. United Brotherhood of Carpenters and Joiners of America (Intervener)

Unit: "all bricklayers, stonemasons and their apprentices in the employ of the respondent at its Royal Trust Building project at Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

2975-61-R: General Truck Drivers, Local 879 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Babcock Bros. Inc., Seed and Fuel. (Respondent)

Unit: "all employees of the respondent at Beamsville, save and except foremen, persons above the rank of foreman and office and sales staff." (15 employees in the unit).

3008-61-R: International Union of Operating Engineers, Local 700, (Applicant) v. Burlington-Nelson Hospital. (Respondent)

Unit: "all stationary engineers employed in the power house of the respondent at Burlington, save and except the Chief Engineer." (4 employees in the unit).

(UNIT AGREED TO BY THE PARTIES, HAVING REGARD TO THE SPECIAL CIRCUMSTANCES OF THIS CASE).

2026-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93; (Applicant) v. Murphy & Morrow Limited; (Respondent) v. Local 124, Operative Plasterers & Cement Masons International Association (Intervener)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

The Board endorsed the Record as follows:

"This application was made the 16th day of February, 1962.

The intervener is a party to a collective agreement with the respondent which expires on the first day of May, 1962. The intervener argued that Article 5 of the collective agreement was a bar to this application due to the fact that the employees for whom the applicant is seeking to be certified as bargaining agent are a unit of employees inappropriate for collective bargaining since they are employed in contravention of Articles 5 and 19 of the collective agreement.

Articles 5 and 19 of the collective agreement read as follows:

"ARTICLE 5 -- HIRING

The party of the first part agrees to employ only members of the Union during the term of this Agreement and the Union shall supply men to the party of the first part. The production of a working membership card or of a signed permit issued by the business agent, shall be accepted as a guarantee of membership. Any applicant failing to identify himself with the above-mentioned credentials, shall be referred to the business agent of Local 124 before being hired. The Union shall not permit any of their members to work for any employer for a lesser rate of wages than those established herein."

"ARTICLE 19 -- JURISDICTION

- (a) This agreement shall apply to all work included in the jurisdiction of the Union as outlined in the Constitution of the O.P. & C.M.I.A. of the United States and Canada, Section 125 to 131 inclusive.
- (b) The refusal to cross a picket line shall not constitute a violation of this agreement."

It would appear from the wording of Article 5 that the collective agreement between the intervener and the applicant covers a bargaining unit of all employees of the applicant. However, when the collective agreement is read as a whole, it is patent that it is only intended to cover plasterers and their apprentices, especially when article 19 is taken into account which states "this agreement shall apply to all work included in the jurisdiction" of the intervener. In addition, the intervener admitted that the collective agreement only applied to plasterers and their apprentices. There is evidence before the Board that the respondent is a party to a collective agreement with Local 527, International Hod Carriers, Building and Common Labourers of America, for a unit of employees other than either plasterers or carpenters.

The Board finds that the collective agreement between the respondent and the intervener is not intended to cover all employees of the respondent but covers only the plasterers and plasterers' apprentices in the employ of the respondent."

3027-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. Laurentian Weatherstrip Regd. (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

3028-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. City Trucking Ltd. (Respondent)

Unit: "all employees of the respondent in Toronto, save and except foremen, persons above the rank of foreman and office staff." (8 employees in the unit).

3045-61-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Shop-Easy Stores Limited (Respondent)

Unit: "all employees of the respondent in Atikokan regularly employed for not more than 24 hours per week, and students hired for the school vacation period." (2 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3077-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliate with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Saunders-Cook Ltd. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hours per week." (36 employees in the unit).

3082-61-R: United Brotherhood of Carpenters & Joiners of America Local Union #802 (Applicant) v. Riverside Lumber Company (Respondent)

Unit: "all employees of the respondent at Riverside, save and except foremen, persons above the rank of foreman, office and sales staff." (4 employees in the unit).

3083-61-R: United Steelworkers of America (Applicant)
v. Glen Lake Silver Mines Limited (Respondent)

Unit: "all employees of the respondent in Coleman Township in the Cobalt area, save and except shift bosses, foremen, assistant chief chemists, and persons above the rank of shift boss, foreman, or assistant chief chemist, office staff, laboratory staff, employees in the engineering and geological departments, and security guards." (14 employees in the unit).

3097-61-R: London and District Building Service Workers Union, Local 220, A.F. of L. - C.I.O. - C.L.C. (Applicant)
v. Jarmain's Cleaners and Launderers. (Respondent)

Unit: "all employees of the respondent at London, save and except the chief maintenance engineer, foremen, foreladies, persons above the ranks of foreman or forelady, salesmen, salesmen drivers, truck drivers, garage attendants, retail store clerks and office staff." (38 employees in the unit).

3098-61-R: Local 742, International Brotherhood of Electrical Workers (Applicant) v. The Hydro Electric Commission of The Town of Deep River. (Respondent)

Unit: "all employees of the respondent at Deep River, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (3 employees in the unit).

3099-61-R: International Union of Operating Engineers, Local 793 (Applicant) v. Foundation Company of Canada Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Sault Ste. Marie, engaged in the operation of cranes, shovels, bulldozers and similar equipment and those primarily engaged in the repairing and maintaining of same, save and except non-working foremen and persons above the rank of non-working foreman." (9 employees in the unit).

3100-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees, LocalUnion No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. (Applicant) v. Cecutti's Bakery Limited (Respondent)

Unit: "all sales delivery employees of the respondent working out of the respondent's depot at North Bay, save and except sales supervisors, persons above the rank of sales supervisor and office staff." (7 employees in the unit).

3101-61-R: United Brotherhood of Carpenters & Joiners of America (Applicant) v. Byers Construction Company Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices employed by the respondent at the Seagram Tower Project in Stamford Township, save and except non-working foremen and persons above the rank of non-working foreman." (27 employees in the unit).

3136-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Giles Garage Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (27 employees in the unit).

3139-61-R: Local 280 of the Hotel & Restaurant Employees' & Bartenders International Union A.F.L.-C.I.O.-C.L.C. (Applicant) v. Westover Hotel Ltd. (Respondent)

Unit: "all tapmen, bartenders, beverage waiters, bar boys and improvers in the employ of the respondent at Toronto, save and except manager, persons above the rank of manager and persons regularly employed for not more than 24 hours per week." (7 employees in the Unit).

3140-61-R: Sheet Metal Workers' International Association Local Union 504 (Applicant) v. Lepper Roofing Ltd. (Respondent)

Unit: "all roofing personnel and sheet metal workers and apprentices of the respondent employed at Sudbury and within a radius of thirty-five miles from the City of Sudbury Federal Building, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit).

3163-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Leaside Auto Body Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, estimators, office and sales staff." (8 employees in the unit).

Certified Subsequent to Pre-Hearing Vote

2765-61-R: Sudbury General Workers Union, Local No. 101, Canadian Labour Congress; (Applicant) v. M. Loeb Limited; (Respondent) v. The Sudbury and District General Workers' Union Local 902 of the International Workers' Union of Mine Mill and Smelter Workers (Intervener).

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman, office staff, and outside salesmen." (15 employees in the unit).

Number of names on revised eligibility list	14
Number of ballots cast	14
Number of ballots marked in favour of applicant	14
Number of ballots marked in favour of intervener	0

2885-61-R: The National Union of Public Employees, C.L.C. (Applicant) v. The Corporation of The Town of Lindsay (Respondent).

Unit: "all employees of the respondent in the works department save and except assistant superintendent, persons above the rank of assistant superintendent, office staff and persons regularly employed for not more than 24 hours per week." (16 employees in the unit).

Number of names on eligibility list	17
Number of ballots cast	17
Number of ballots marked in favour of applicant	16
Number of ballots marked as opposed to applicant	1

Certified Subsequent to Post-Hearing Vote

2599-61-R: The National Union of Public Employees (Applicant) v. The Kitchener-Waterloo Hospital (Kitchener) (Respondent)

Unit: "all employees of the respondent at its hospital at Kitchener, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, stationary engineers, office staff and persons regularly employed for not more than 24 hours per week." (407 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, we declare that that the term 'technical personnel' comprises physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

For the purposes of clarity, we declare that the bargaining unit includes certified nursing assistants."

Number of names on revised eligibility list	332
Number of ballots cast	311
Number of spoiled ballots	2
Number of ballots marked in favour of applicant	168
Number of ballots marked as opposed to applicant	141

2696-61-R: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Macdonald-Howell Fuels Limited (Brantford) (Respondent)

Unit: "all employees of the respondent at Brantford, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit).

Number of names on revised eligibility list	5
Number of ballots cast	

Number of ballots marked in favour of applicant	4
Number of ballots marked as opposed to applicant	1

2796-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Sunset Lanes Limited (Chatham) (Respondent)

Unit: "all employees of the respondent at Chatham, save and except manager, persons above the rank of manager and office staff." (8 employees in the unit).

Number of names on revised eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	6
Number of ballots marked as opposed to applicant	1

Application for Certification Dismissed No Vote Conducted

2166-61-R: Amalgamated Meat Cutters & Butcher Workmen of N.A. AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Respondent). (4 employees)

The Board endorsed the Record as follows:

"The Board finds that all part-time employees of the respondent in its meat departments in its stores at London do not constitute a unit of employees that is appropriate for collective bargaining under subsection 2 of section 6 of The Labour Relations Act. An appropriate unit of part-time employees of the respondent at London would include such employees in the departments of the respondent's stores."

2188-61-R: International Union of Doll & Toy Workers of the United States & Canada (Applicant) v. Nicky's Plush Toy Manufacturing Company (Toronto) (Respondent). (35 employees).

(SEE INDEXED ENDORSEMENT PAGE 435)

2214-61-R: International Union of Doll & Toy Workers of the United States & Canada (Applicant) v. Ganz Brothers Toys Ltd. (Respondent). (54 employees).

The Board endorsed the Record as follows:

"For the reasons given in Nicky's Plush Toy Manufacturing Company Case (Board file No. 2188-61-R), this application is dismissed."

Board Member D.B. Archer dissented and said:

"I dissent, for the reasons given by Board Member Harvey in Nicky's Plush Toy Manufacturing Company I would have certified the applicant."

2605-61-R: International Union of Operating Engineers, Local 944 (Applicant) v. Huron View Home for the Aged (County of Huron) (Respondent). (5 employees).

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them. In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

2755-61-R: The Canadian Union of Operating Engineers (Applicant) v. Metropolitan General Hospital (power house Windsor) (Respondent) v. Local 944, International Union of Operating Engineers (Intervener). (10 employees)

(SEE INDEXED ENDORSEMENT PAGE 437)

2944-61-R: International Association of Machinists (Applicant) v. Oki and Willadsen Ltd., Printed Circuits and Dials Ltd. (Toronto plant) (Respondent). (3 employees).

2976-61-R: United Steelworkers of America (Applicant) v. Dominion Bridge Company Limited (plant at 3370 Dundas St. West, Toronto) (Respondent). (14 employees).

2977-61-R: The National Union of Public Service Employees (Applicant) v. The Corporation of the Town of Copper Cliff. (Respondent). (6 employees).

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in The Department of Municipal Affairs Act, and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them. In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

3019-61-R: Hamilton Typographical Union No. 129; (Applicant) v. Appleford Paper Products Ltd., Hamilton; (Respondent) v. Printing Specialties and Paper Products Union. Local 540. (Intervener). (2 employees).

The Board endorsed the Record as follows:

"The facts as presented at the hearing do not disclose any basis for the Board exercising its discretion in favour of the severance of a unit of employees engaged in composing room work from the industrial unit for which the intervener is the bargaining agent."

3096-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, (Applicant) v. Begg & Daigle Limited. (Metropolitan Toronto) (Respondent) (2 employees).

The Board endorsed the Record as follows:

"The documents submitted as evidence of membership consist of photostatic copies of union ledger cards purporting to record dues payments of \$5.00 for each employee claimed as a member. None of the documents, however, bears the signature of the employee. It is obvious, therefore, that the evidence of membership produced by the applicant fails to comply with the provisions of section 50 of the Board's Rules of Procedure which requires such evidence to be in writing and signed by the employee (see the following cases: Shewell Pattern and Manufacturing Company, Board file 20029-60 and Nick Babij, Board file 740-60-R)."

3202-61-R: Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local Union No. 124, Ottawa, (Applicant) v. Dewar Insulation (Scarborough) (Respondent) (2 employees).

The Board endorsed the Record as follows:

"The applicant having advised the Board that the parties have entered into a collective agreement, this proceeding is hereby terminated."

Certification Dismissed subsequent to Pre-Hearing Vote

2748-61-R: International Chemical Workers Union A.F. of L.-C.I.O. - C.L.C.; (Applicant) v. Union Gas Company of Canada Limited; (Respondent) v. Southern Ontario Gas Workers Union Local 1009 IUM&SW. (Intervener).

Voting Constituency: "all employees of the respondent at Dunnville, Caledonia and Selkirk, save and except non-working sub-foremen, persons above the rank of non-working sub-foreman, clerical staff and casual employees." (53 employees in the unit).

Number of names on revised eligibility list	52
Number of ballots cast	51
Number of ballots marked in favour of applicant	24
Number of ballots marked in favour of intervener	27

Certification Dismissed subsequent to Post-Hearing Vote

1992-61-R: The Sudbury and District General Workers' Union Local 902 of the International Union of Mine, Mill and Smelter Workers. (Applicant) v. Copper Cliff Dairy Ltd. (Respondent).

Unit: "all employees of the respondent at Copper Cliff, save and except foremen, route supervisors, persons above the rank of foreman and route supervisor and office staff." (19 employees in the unit).

Number of names on revised eligibility list	14
Number of ballots cast	14
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	7

2687-61-R: General Truck Drivers' Union Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Speedy Delivery (Sudbury) Limited. (Sudbury) (Respondent).

Unit: "all employees of the respondent at Sudbury, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (12 employees in the unit).

Number of names on eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	1
Number of ballots marked as opposed to applicant	6

2780-61-R: International Woodworkers of America (Applicant) v. Nelson Wood Products Limited (Wheatley Division) (Respondent).

Unit: "all employees of the respondent at Wheatley, save and except foremen, persons above the rank of foreman and office staff." (83 employees in the unit).

Number of names on revised eligibility list	73
Number of ballots cast	73
Number of ballots marked in favour of applicant	25
Number of ballots marked as opposed to applicant	48

2803-61-R: District 50, United Mine Workers of America (Applicant) v. The Diversey Corporation (Canada) Limited (Township of Toronto) (Respondent).

Unit: "all employees of the respondent in the Township of Toronto, save and except foremen, persons above the rank of foreman, laboratory personnel and office and sales staff." (20 employees in the unit).

Number of names on eligibility list	20
Number of ballots cast	20
Number of ballots marked in favour of applicant	6
Number of ballots marked as opposed to applicant	14

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING MARCH 1962

2165-61-R: Amalgamated Meat Cutters & Butcher Workmen of N.A. AFL-CIO Local Union 633 (Applicant) v. Steinberg's Limited (Meat Department, Welland) (Respondent). (5 employees)

2177-61-R: Food Handler's Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of N.A., AFL-CIO (Applicant) v. Steinberg's Limited. (Strathroy) (Respondent). (4 employees).

2192-61-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Applicant) v. Steinberg's Ltd. (Respondent) v. Local Union 633 Amalgamated Meat Cutters & Butcher Workmen of N.A. AFL-CIO; (Intervener) v. Food Handler's Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of N.A. AFL-CIO (Intervener)

Unit: "all employees of the respondent at Welland, save and except store manager, persons above the rank of store manager, meat department employees, office staff, persons regularly employed for not more than 24 hours per week and students employed in off school hours and during school vacation periods." (16 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the produce manager and the grocery manager do not exercise managerial functions within the meaning of section 1(3)(b) of The Labour Relations Act and are employees of the respondent included in the bargaining unit."

2511-61-R: Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Dundas) (Respondent). (3 employees).

2609-61-R: Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Hamilton, Ontario) (Respondent). (8 employees).

2610-61-R: Food Handler's Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Hamilton, Ontario) (Respondent). (22 employees).

2721-61-R: Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Burlington, Ontario). (6 employees).

2722-61-R: Food Handler's Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited. (Burlington, Ontario) (Respondent). (14 employees).

3186-61-R: Sudbury Typographical Union, No. 846 (Applicant) v. The Sudbury Star. (Respondent). (1 employee).

3204-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Drivers (Applicant) v. Toronto Salt Works (Metropolitan Toronto) (Respondent). (9 employees).

3209-61-R: Food Handler's Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Whitby, Ontario) (Respondent). (5 employees).

3210-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Whitby, Ontario) (Respondent). (3 employees).

3231-61-R: National Association of Marine Engineers of Canada (Applicant) v. Municipality of Metropolitan Toronto; (Respondent) v. Toronto Civic Employees Union No. 43 (Intervener). (7 employees).

3239-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Ajax, Ontario) (Respondent). (6 employees).

3244-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Crowland Gas Limited (Township of Crowland) (Respondent). (5 employees).

3251-61-R: United Brotherhood of Carpenters & Joiners of America Toronto & District Council of Carpenters & Millmen (Applicant) v. Pre-Past Company Limited. (Within a 25 mile radius of the Toronto City Hall and including the Town of Newmarket) (Respondent). (5 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING MARCH 1962

2229-61-R: Beef Terminal Limited (Applicant) v. International Union of Operating Engineers, Local 796 (Respondent). (DISMISSED). (3 employees).

(Re: Beef Terminal Limited,
Metropolitan Toronto)

On January 30th, 1962 the Board endorsed the Record as follows:

"Application for a declaration terminating bargaining rights under section 45(2) of The Labour Relations Act. The respondent trade union was certified for stationary engineers at the applicant company's plant in Metropolitan Toronto on April 21, 1960. Following certification, the respondent gave written notice to the applicant to commence bargaining and sought to arrange a meeting. It was unsuccessful in its attempts and on, or shortly after, May 1, 1960 dropped all contact with the applicant company until September 29, 1961 when it again wrote a letter to the applicant requesting a meeting for the purpose of negotiating a collective agreement.

The explanation offered by the respondent for the long delay of almost 18 months is two-fold. In the first place, it alleges that its members in the bargaining unit left the employ of the company shortly after the certification as a result of unfair practices on the part of the company. In our opinion, there is no evidence before the Board to warrant such a finding. Secondly, it is said that internal problems prevented the respondent union from taking action any sooner. It is admitted, however, that these internal problems had been settled some four or five months prior to the making of the present application.

On August 25, 1961, another union applied for certification for the applicant's stationary engineers. The application was dismissed on September 20, 1961 on the ground that it was untimely having regard to the Wonder Bakeries Limited Case, (1957) C.C.H. Canadian Labour Law Reporter, Transfer Binder, 1955-59, ¶16,099. Although served with notice of the application, the respondent union did not see fit to intervene. As a reason for its non-intervention, the respondent said that it was confident that the Board would dismiss the application and therefore it saw no reason to intervene. On this point we can only say that it is most unusual for a union claiming bargaining rights not to take some action by way of intervention before the Board to protect those rights.

It was not until after the decision of the Board was released in this case that the respondent union took any active steps toward seeking a meeting with the company. There is some evidence that a representative of the respondent met with some of the employees in the bargaining unit and proposals for a collective agreement were discussed, following which the letter of September 29, 1961, referred to above, was sent to the company. On the other hand, it should be noted that the Board's decision of September 20, 1961, was not a decision on the merits of the case. Moreover, it is clear from the fact that the Board held a hearing in the matter, that the union seeking certification must have filed evidence of membership in support of the application on or before the terminal date set in that case, otherwise the application would have been dismissed without a hearing under section 45 of the Board's Rules.

In all these circumstances, we are of the opinion that this is a proper case in which a representation vote should be directed. Reference is made to the Dominion Stores Limited Case, (1956), C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59, §16,047 and to the Backstay Standard Co. Ltd. Case, (1946) D.L.S. 7-1233, particularly at 7-1236. We wish to make it clear that in reaching this conclusion we did not consider the alleged statements of desire of some of the employees filed by the parties prior to the hearing, since no evidence was led at the hearing with respect to any of them.

Number of names on eligibility list	3
Number of ballots cast	3
Number of ballots marked in favour of respondent	2
Number of ballots marked as opposed to respondent	1

2460-61-R: F. Eardley (Applicant) v. Amalgamated Meat Cutters & Butcher Workmen of North America, AFL-CIO. (Respondent). (DISMISSED). (403 employees).

(Re: A. R. Clarke and Company Limited,
Toronto, Ontario)

Number of names on revised eligibility list	403
Number of ballots cast	401
Number of segregated ballots (not counted)	1

Number of spoiled ballots	14
Number of ballots marked in favour of respondent	205
Number of ballots marked as opposed to respondent	181

2648-61-R: William Joseph Kearns and Elwin Leo Bertrand, on their own behalf and on behalf of the employees of Monsanto Oakville (1960) Limited; (Applicant) v. Textile Workers Union of America; (Respondent) v. Monsanto Oakville (1960) Limited. (Mill at Woodbridge) (Intervener). (DISMISSED). (70 employees).

(Re: Monsanto Oakville (1960) Limited,
Oakville, Ontario).

The Board endorsed the Record as follows:

"In view of the circumstances surrounding the origination and circulation of the documents filed by the applicants, we are unable to find that not less than fifty per cent of the employees in the bargaining unit have voluntarily signified in writing that they no longer wish to be represented by the respondent union.

The application is dismissed."

Board Member H.F. Irwin dissented and said:

"I dissent. Sixty-three (63) of the seventy (70) employees in the bargaining unit signed a statement of desire that they do not wish the respondent union to continue to represent them. The Board's notice to employees of the application for a declaration terminating bargaining rights (Form 20) was posted in the plant. No employees affected by the application made any representations to the Board in opposition to the application or complained to the Board that the statement of desire was not a voluntary action on the part of the employees who signed it. In the absence of such opposition or complaint by employees affected, the Board must assume that the written signification was a voluntary one and done of their own free will.

For these reasons, I would have directed that a representation vote be conducted."

2655-61-R: The Employees of the American-Standard Products (Canada) Limited, Lansdowne Plant; (Applicant) v. International Molders' and Foundry Workers' Union of North America, and its Local No. 28, Toronto, Ontario; (Respondent) v. American-Standard Products (Canada) Limited, Lansdowne Plant (Intervener). (GRANTED). (13 employees).

(Re: American-Standard Products (Canada) Limited, Lansdowne Plant, Toronto, Ontario)

Number of names on eligibility list	13
Number of ballots cast	13
Number of ballots marked in favour of respondent	2
Number of ballots marked as opposed to respondent	11

2727-61-R: George Bake, William D. Gardiner, Remi Martin, and Donald Vincent (Applicants) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Respondent). (GRANTED). (25 employees).

(Re: Dingwall Motors Windsor Limited,
Windsor)

Number of names on revised eligibility list	22
Number of ballots cast	22
Number of ballots marked in favour of respondent	1
Number of ballots marked as opposed to respondent	21

2736-61-R: Joseph Higgins, Wilfred O'Reilly and Donald Robert MacLean, on their own behalf and on behalf of the employees of Air Terminal Transport Limited (Applicant) v. International Brotherhood of Teamsters, Local 352 (Respondent). (DISMISSED). (165 employees).

(Re: Air Terminal Transport Limited,
Malton, Ontario)

Number of names on eligibility list	167
Number of ballots cast	165
Number of ballots marked in favour of respondent	116
Number of ballots marked as opposed to respondent	49

2018-61-R: Wilfred Baker (Applicant) v. National Union of Public Employees (CLC) (Respondent). (8 employees).

(Re: Simcoe District High School Board,
Simcoe, Ontario)

3025-61-R: T. McCue; (Applicant) v. International Chemical Workers Union; (Respondent) v. Kemball Bishop Canada Div. of Pfizer Corp. (Intervener) (DISMISSED) (34 employees).

(Re: Chemical Plant,
West Cornwall)

3081-61-R: John Nyholt, and Milk Drivers and Dairy Employees Union Local 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Sarnia) (Respondent). (DISMISSED). (15 employees).

(Re: Sarnia City Dairy,
Sarnia, Ontario).

The Board endorsed the Record as follows:

"For reasons given at the hearing, this application is untimely and is accordingly dismissed."

APPLICATION FOR DECLARATION CONCERNING SUCCESSOR STATUS

DISPOSED OF DURING MARCH 1962

2961-61-R: Retail Clerks International Association Local 206; (Applicant) v. Grey Farmers Co-Operative Association Owen Sound, Ontario; (Respondent) v. United Packinghouse Workers of America, Local 609 (Predecessor). (GRANTED).

The Board endorsed the Record as follows:

"The Board finds that the applicant is, by reason of a transfer of jurisdiction, the successor to United Packinghouse Workers of America, on behalf of its Local Union 609."

APPLICATION FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED
OF DURING MARCH 1962

2929-61-U: A. V. Hallam Lathing & Plastering Ltd. (Applicant) v. Operative Plasterers and Cement Masons International Association, Local 48. (Respondent). (WITHDRAWN).

2930-61-U: O. M. Baird & Co. Limited (Applicant) v. Operative Plasterers and Cement Masons International Association, Local 48. (Respondent). (WITHDRAWN).

2931-61-U: John Nelson and Son Limited (Applicant) v. Operative Plasterers and Cement Masons International Association, Local 48 (Respondent). (WITHDRAWN).

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

MARCH 1962

3037-61-U: Motorways Ontario Limited (Applicant) v. Lawrence Adams, et al (Respondent). (GRANTED IN PART, DISMISSED IN PART).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against 74 respondents in this matter for the following offence alleged to have been committed:

That the said persons did contravene section 54(2) of the Labour Relations Act in that they did engage in an unlawful strike on or about January 18, 1962.

The appropriate documents will issue with respect to the said respondents.

The application with respect to 14 persons is dismissed."

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING MARCH 1962

2234-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company. (Toronto) (Respondent)

2240-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company. (Toronto) (Respondent)

2242-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Nicky's Plush Toy Manufacturing Company. (Toronto) (Respondent)

2782-61-U: United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO-CLC (Complainant) v. Fleck Manufacturing Limited. (Tillsonburg) (Respondent)

2858-61-U: Elwyn A. Rogers (Complainant) v. Dominion Stores Limited (Respondent)

3011-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Modern Motors Limited (Respondent)

3033-61-U: Andre Deziel (Complainant) v. V. K. Mason Co. Ltd. (Respondent)

3092-61-U: Sergio Scomparin (Complainant) v. The Great Atlantic & Pacific Tea Co. Ltd. (Toronto) (Respondent)

3134-61-U: Retail Clerks International Association (Complainant) v. Central Super Markets Limited (Respondent)

3160-61-U: London and District Building Service Workers Union, Local 220 (Complainant) v. Dutch Laundry & Dry Cleaners Ltd. (London) (Respondent)

3266-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Park Manor Motors Limited (Toronto) (Respondent)

CERTIFICATION INDEXED ENDORSEMENTS

2188-61-R: International Union of Doll & Toy Workers of the United States & Canada (Applicant) v. Nicky's Plush Toy Manufacturing Company (Toronto) (Respondent). (DISMISSED MARCH, 1962).

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all the employees of the respondent with certain exceptions not here relevant.

Since the applicant has never previously established its status as a trade union before the Board, the Board following its usual practice required the applicant to prove its status.

The status of the applicant was challenged by the respondent and the respondent argued that the constitution of the applicant fell within the prohibitions of section 10 of The Labour Relations Act.

Article III (a) of the applicant's Constitution reads as follows:

The objects of the International Union are:

- A. To units, within the International Union, all workers employed in the industry under its jurisdiction, regardless of race, color, creed or nationality.

However, Article X Section 9 of the applicant's Constitution reads as follows:

"All new members and officers of this International Union and any local union or joint board shall before being admitted to membership or assuming the duties of office subscribe to the following pledge:

"I.....pledge my honor to observe faithfully the Constitution and laws of this Union and the Constitution of the United States; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of this Union; to perform faithfully all duties assigned to me to the best of my ability and skill; to so conduct myself at all times, as to bring credit to my Union, and at all times to bear true and faithful allegiance to.....and the International Union."

Having regard to the whole Constitution of the applicant, and in particular to the requirement that the pledge, as it appears in Article X of Section 9 of the Constitution, be taken by each new member, and the officers of the applicant not being empowered to amend the Constitution by waiving the pledge, it must therefore be implied that each new member, upon admission into the applicant union, must subscribe to this pledge.

The requirement that a resident of Ontario must pledge to uphold the Constitution of a foreign country and comply with all rules and regulations of a foreign country before being admitted as a member of a trade union, is on its face repugnant to the purpose and intent of Section 10 of The Labour Relations Act.

Although Article III (A) of the Constitution purports to make the requirements of membership non discriminatory, in compliance with Section 10 of The Labour Relations Act, it appears to us that the requirement that a person pledge to observe faithfully the Constitution of the United States and to comply with all the rules and regulations for the government thereof amounts to discrimination against nationality as prohibited by Section 10 of the Act.

The presence of Article X Section 9 in its Constitution imposes a heavy onus upon the applicant to satisfy the Board by clear and unequivocal evidence that it does not discriminate against an applicant for membership in Ontario. The applicant has failed to satisfy this onus.

This application is therefore dismissed."

Board Member G.R. Harvey dissented and said:

"I dissent. I am of opinion that the constitution of the applicant when read as a whole is not intended to discriminate, and was never contemplated to be in contravention of section 10 of The Labour Relations Act. I would therefore have certified the applicant."

2755-61-R: The Canadian Union of Operating Engineers (Applicant) v. Metropolitan General Hospital (power house Windsor) (Respondent) v. Local 944, International Union of Operating Engineers (Intervener). (DISMISSED MARCH, 1962).

The Board endorsed the Record as follows:

"The respondent and the intervener entered into a collective agreement which on its face was executed on August 1, 1960. It is expressed as having been entered into on the first day of August 1960 and to continue in force and effect until August 1, 1962. Clause 11 of this agreement sets out certain wage rates for "employees covered by this agreement" and adds "The above wage rates will be retroactive to and paid as of March 1st, 1960". The representative of the applicant contends that, because of the retroactive nature of clause 11, the agreement commenced to operate on March 1, 1960, rather than August 1, 1960, as the intervener contends.

The applicant relies on the decision of this Board in the Hiram Walker & Sons Case, (1960) C.C.H. Canadian Labour Law Reports ¶16,186, C.L.S. 76-713, and points out that, although in that case there was no reference in the agreement itself to the date to which the agreement was retroactive, in the instant case, on the other hand, the agreement in express terms specifies that the wage rate shall be retroactive to March 1, 1960.

While the agreement in the instant case does not, in express terms, stipulate that it was to take effect or commence to operate on August 1, 1960, nevertheless, it states that it was entered into on August 1, 1960 and, in the recitals, there appears the declaration that its purpose is "to replace the agreement now in effect between the Employer and the Union" (emphasis added). In these circumstances and having regard also to the fact that, if we were to accept the contention of the applicant, we would be saying that in the period from March 1, 1960 to August 1, 1960 there would have been two agreements in effect between the respondent and the intervener, we find that the collective agreement between the respondent and the intervener did commence to operate on August 1, 1960. This application is therefore untimely and must be dismissed."

SPECIAL ENDORSEMENTS IN CONCILIATION APPLICATIONS

DISPOSED OF BY THE BOARD

2456-61-C: Sudbury Mine, Mill and Smelter Workers Union, Local 598, (Applicant) v. International Nickel Company of Canada, Limited (District of Sudbury) (Respondent).
(REFERRED MARCH, 1962).

On January 17, 1962, the Board endorsed the Record as follows:

"The contention of the respondent is that the request of the applicant, that conciliation services be made available to the parties, should not be granted at this time on the ground that the applicant is not in a position, by reason of a cloud on the status of the bargaining committee representing the applicant, to bargain in good faith as required by section 12 of The Labour Relations Act. A number of documents were submitted to the Board by counsel for the respondent to support his contention, including copies of proceedings instituted in the Supreme Court of Ontario and orders of several Judges of that court. We have now had an opportunity of examining this material and it appears from them that, although, broadly speaking, the status of the persons representing the bargaining committee put forward by the applicant has been challenged, the Judges of the Supreme Court have come to the conclusion that the challenge is not of such a nature that the bargaining committee should be restrained by an interim order from exercising its rights under the collective agreement between the applicant and the respondent. Thus, on September 6, 1961, the Chief Justice of the High Court ordered that the defendant in one of the actions, William Kennedy, be restrained until the trial or other disposition of one of the actions instituted in the Supreme Court, "from acting or purporting to act as administrator of Local 598, Sudbury Union of Mine, Mill and Smelter Workers pursuant to an appointment made as a result of a Declaration executed by defendant, Kenneth A. Smith, President of The International Union of Mine, Mill and Smelter Workers (Canada) on August 25, 1961". His Lordship also restrained the defendant Kenneth A. Smith from "taking any action or exercising any power pursuant to the aforesaid Declaration". In addition the Chief Justice restrained "the defendant Kennedy and his agents and representatives ... from acting pursuant to the aforesaid Declaration so that they

- (i) interfere with the property, real and personal, funds, bank accounts and other assets of Local 598;
- (ii) deal or purport to deal with any person or corporation which is a party to any collective agreement or any other agreement with Local 598 on behalf of Local 598, its members of its executive board".

On September 27, 1961, Mr. Justice Walsh ordered that Kenneth A. Smith, "his agents, servants, employees and representatives" be restrained until the trial or other disposition of a certain action "from conducting or purporting to conduct any hearing or form of trial involving charges against (the persons who may for convenience be described as the present officers of Local 598) that they allegedly violated Article 19, Section 7 of the Canadian Constitution of the International Union of Mine, Mill and Smelter Workers". His Lordship also restrained Kenneth A. Smith from making any declaration pursuant to that constitution that the present officers "have forfeited their right and title to their respective offices as Executive Board members of Local 598, International Union of Mine, Mill and Smelter Workers (Canada); or appointed or purporting to appoint an Administrator to exercise all the rights, powers and duties of the aforesaid Local 598 and its officers".

On October 20, 1961, Mr. Justice Morand made an order restraining Kenneth A. Smith, his agents, servants, employees and representatives until the trial or other disposition of a certain action from

- (a) in any way hindering, impeding or preventing the officers of Local 598 from exercising their rights and performing their duties and obligations to the members of Local 598 pursuant to the terms of the Canadian Constitution of the International Union of Mine, Mill and Smelter Workers (Canada) and the constitution, rules and by-laws of Local 598, Sudbury Mine, Mill and Smelter Workers Union, or in any way taking charge of the affairs of the said Local 598 pursuant to Section 11 of Article 8 of the said constitution; or,
- (b) dealing or purporting to deal with any person or corporation which is a party to any collective agreement with the said Local 598 or with which the said Local 598 is engaged in collective bargaining.

At the hearing of the instant application, counsel for the applicant referred to an oral decision of the Chief Justice of the High Court given on December 7, 1961, the transcript of which was not available at the time of the hearing. Counsel for the respondent asked that that decision be considered by the Board before it reached a decision on the instant application and counsel for the applicant concurred in this suggestion. The decision of the learned Chief Justice has now been filed with us and, in our opinion, it does not alter the situation in any material respect.

Having regard to the orders and the decision referred to, we are of the opinion that the position of counsel for the respondent is not well taken and that the respondent is required to bargain with the applicant, through the bargaining committee designated by the applicant, at this time. Since there has been no bargaining between the parties because of the misconception of the respondent as to its obligations, the Board directs that the parties meet, bargain in good faith and make every reasonable effort to conclude a collective agreement and report their progress to the Board on or before February 2, 1962."

Board Member D.B. Archer dissented and said:

"I dissent. I believe that the applicant has met all the requirements of the legislation and is entitled to conciliation without further delay."

On February 5, 1962 the Board further endorsed the Record as follows:

"The respondent has requested that the Board reconsider its decision in this matter dated January 17, 1962, on the grounds (i) that additional evidence is now available which was not available at the time of the hearing of the Board held on December 13, 1961, (ii) that argument was presented at that hearing "solely on the basis that a cloud had been cast on the ability of the negotiating committee of Sudbury Mine, Mill and Smelter Workers Union, Local 598 to bargain in good faith by reason of the various actions which were current in the Supreme Court of Ontario", and (iii) that the decision of the Board "was based solely upon the consideration of the effect of those actions and the interim orders made therein". The request by counsel for the respondent concludes as follows:

In view of the new evidence now in the Board's possession and the new arguments available to the parties arising out of this new evidence, it is requested that the Board conduct a further hearing in this matter so that these additional arguments may be presented fully.

The new evidence consists of information as to the number of employees, as has now been ascertained by the Board, for whom the United Steelworkers of America submitted membership cards in support of an application by that union to displace the applicant as bargaining agent for certain employees of the respondent. The certification application was made on November 28, 1961. The fact that such an application had been made was known to the respondent within a few days after that date. At the hearing of the instant application on December 13, 1961, counsel for the respondent referred to the certification application and he placed before the Board representations as to the effect of such an application on the bargaining capacity of the applicant. The evidence that counsel for the respondent submits the Board should now hear does not in any way alter the premise upon which the representations referred to were based.

Although the decision of the Board in this matter issued on January 17, 1962, does not mention the arguments submitted by counsel for the respondent as to what effect the application by United Steelworkers of America should have on the instant application, nevertheless, these arguments were before us and were taken into consideration by the Board in determining what disposition it should make of the application. We came to the conclusion at that time, in line with a long established policy, that a displacement certification application cannot be treated as entitling either party unilaterally to suspend bargaining with the other and there is nothing in the legislation which suggests the contrary. Indeed, it is not without significance that the representations by counsel for the respondent company to the Board on the point here under consideration were in the main set out in a submission by The International Nickel Company Canada Limited, to the Select Committee on Labour Relations to the Ontario Legislature in 1958, but that that part of the submission is not reflected in the recommendations of the Committee.

Having regard to these considerations, we are of opinion that the respondent is not entitled to an opportunity to present "the new evidence", or to present "new arguments...arising out of this new evidence". The request is denied. We do not find in the request any ground for altering our decision of January 17, 1962 in this matter."

Board Member H.F. Irwin dissented and said:

"I dissent. I would have granted the respondent's request and listed the matter for hearing in order to afford an opportunity to the respondent to present the new evidence referred to and to make argument arising out of this evidence."

On March 15, 1962 The Board further endorsed the Record as follows:

"Where the conditions envisaged by section 13(2) of The Labour Relations Act have been met, i.e. where the requisite notice of desire to bargain has been given and the stipulated times have elapsed, the terms of the subsection are mandatory - "the Board shall grant the request". The only qualification is that the Board may postpone the request from time to time to a specified date and direct the parties to continue to bargain in the meantime. In the instant case, the Board did initially postpone the granting of the request and directed the parties to bargain. The respondent has notified the Board "no progress has been made in collective bargaining between the parties nor does there appear to be any likelihood of progress being made in the near future." In these circumstances, if we were to refrain from issuing a final decision in this matter, we would be doing so on grounds foreign to the language of the relevant provision of the Act. As we pointed out in our decision of February 5, 1962 in this matter, arguments along the lines suggested in the reasons for dissent in this case were "set out in a submission by The International Nickel Company of Canada, Limited to the Select Committee on Labour Relations to the Ontario Legislature in 1958, but that that part of the submission is not reflected in the recommendations of the Committee". In the circumstances, we have no alternative but to refer the matter to the Minister. It may not be amiss to point out that such a reference is in line with the Board's past practice in such matters.

The applicant's request that conciliation services be made available to the parties is granted with respect to the employees of the respondent in the bargaining unit defined in the collective agreement between the parties effective as of January 2, 1959. The matter is referred to the Minister."

Board Member H.F. Irwin dissented and said:

"I dissent. There are approximately 15,000 employees in the bargaining unit for which the applicant union is bargaining agent. The United Steelworkers of America made an application to the Board on November 28th, 1961, to be certified as bargaining agent for the same employees. A pre-hearing representation vote was conducted by the Board on February 27th, 28th and March 1st, 1962. On the direction of the Board, the ballot boxes have been sealed and the ballots cast may not be counted until such time as the Board reaches a decision in the certification case. Until the certification application is disposed of by the Board, it is impossible for either the company or the incumbent union to bargain effectively. Even if agreement was reached and a collective agreement signed, it would become null and void if the Board subsequently certified the United Steel Workers as bargaining agent. In such circumstances, the company would be required under the Act to commence bargaining all over again and endeavour to reach agreement with the newly certified bargaining agent.

The purpose of granting conciliation services is to assist the parties to effect a collective agreement that will operate for at least one year. In the instant case, under the above circumstances, conciliation services at the present time could only prove abortive. The company has been placed in an impossible position through no fault or action of its own. In all the circumstances of this case, I would have reserved decision in this matter until the Board disposes of the application for certification by United Steel Workers of America."

TRUSTEESHIP REPORTS FILED

T13-60

Local 202, C.L.C. Hamilton General
Workers' Union.

The Canadian Labour Congress has applied to continue the duration of the trusteeship of Local 202, Hamilton General Workers' Union, notice of which was filed with the Board on February 2nd, 1961, for a further period of twelve months.

The Board directed the applicant to serve on each member of record of Local 202, Hamilton General Workers' Union, a copy of the Registrar's notice of the application wherein the members of record were advised of the application, and were further advised that, unless a statement of objections and desire to make representations in connection with the application was received by the Board within the time appointed in the Notice to the Members, the application for consent to continue the trusteeship would be dealt with by the Board without further notice to the members.

The applicant has submitted to the Board a statutory declaration in proof of service to each and every member of Local 202, Hamilton General Workers' Union of a copy of the Registrar's Notice.

No statement of objections and desire to make representations has been filed with the Board within the time fixed in the Registrar's Notice to the Members in this matter.

The Board pursuant to the provisions of subsection 2 of section 60 of The Labour Relations Act consents to the continuation of the supervision or control assumed by The Canadian Labour Congress over Local 202, Hamilton General Workers' Union for a further period of twelve months.

This decision is subject to reconsideration by the Board under subsection 1 of section 79 of The Labour Relations Act if The Canadian Labour Congress should fail to:

- (a) file with the Board such additional information as the Board may require of The Canadian Labour Congress, and
- (b) do such act as may be required of The Canadian Labour Congress by the Board.

PART 2

STATISTICAL TABLES

1.	Applications and Complaints to the Ontario Labour Relations Board	S72
2.	Hearings of the Labour Relations Board	S72
3.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S73
4.	Applications and Complaints Disposed of by Board by Major Types	S74
5.	Representation Votes in Certification Applications Disposed of by Board	S76
6.	Representation Votes in Termination Applications Disposed of by Board	S76
7.	Representation Votes in Certification Applications Disposed of by Board January 1, 1961 - December 31, 1961	S77

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed		
	Mar. '62	1st 12 months of 61-62	fiscal year 60-61
I Certification	95	809	720
II Declaration Terminating Bargaining Rights	13	84	60
III Declaration of Successor Status	-	9	11
IV Conciliation Services	119	1202	1061
V Declaration that Strike Unlawful	-	39	27
VI Declaration that Lockout Unlawful	-	2	2
VII Consent to Prosecute	3	104	96
VIII Complaint of Unfair Practice in Employment (Section 65)	21	139	61
IX Miscellaneous	1	19	14
TOTAL	<u>252</u>	<u>2407</u>	<u>2052</u>

SUBJECT TO REVISION IN ANNUAL REPORT OF THE DEPARTMENT
OF LABOUR

TABLE II
HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

Hearings and continuation of Hearings by the Board	Number		
	Mar. '62	1st 12 months of 61-62	fiscal year 60-61
Hearings and continuation of Hearings by the Board	101	994	817

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	Mar. '62	1st 61-62	12 months of fiscal year 60-61
I Certification	77	786	749
II Declaration Terminating Bargaining Rights	9	73	65
III Declaration of Successor Status	1	10	9
IV Conciliation Services	120	1239	1032
V Declaration that Strike Unlawful	3	40	30
VI Declaration that Lockout Unlawful	-	2	1
VII Consent to Prosecute	1	109	99
VIII Complaint of Unfair Practice in Employment (Section 65)	13	126	46
IX Miscellaneous	-	19	12
TOTAL	<u>224</u>	<u>2404</u>	<u>2043</u>

SUBJECT TO REVISION IN ANNUAL REPORT OF THE
DEPARTMENT OF LABOUR

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION (1)

*Employees

I	Disposition	Mar 1st '62	12 mos 61-62	fiscal yr. 60-61	Mar 1st '62	12 mos 61-62	fiscal yr. 60-61
<u>Certification</u>							
Certified	45	485	523	1180	13505	13792	
Dismissed	16	176	152	324	7797	5828	
Withdrawn	16	125	74	119	2872	1599	
TOTAL	77	786	749	1623	24174	21219	
II	<u>Termination of Bargaining Rights</u>						
Terminated	3	21	37	557	1093	943	
Dismissed	6	49	19	183	1003	708	
Withdrawn	—	3	9	—	96	480	
TOTAL	9	73	65	740	2192	2131	

* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S75 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

	Number of appl'ns dis. of Mar 1st 12 mos. fiscal yr.		
	'62	61-62	60-61

III Conciliation Services*

Referred	110	1172	965
Dismissed	-	13	20
Withdrawn	<u>10</u>	<u>54</u>	<u>47</u>
TOTAL	<u>120</u>	<u>1239</u>	<u>1032</u>

**IV Declaration that
Strike Unlawful**

Granted	-	5	4
Dismissed	-	2	2
Withdrawn	<u>3</u>	<u>33</u>	<u>24</u>
TOTAL	<u>3</u>	<u>40</u>	<u>30</u>

**V Declaration that
Lockout Unlawful**

Granted	-	-	1
Dismissed	-	1	-
Withdrawn	-	<u>1</u>	-
TOTAL	<u>-</u>	<u>2</u>	<u>1</u>

**VI Consent to
Prosecute**

Granted	1	34	25
Dismissed	-	15	6
Withdrawn	-	<u>62</u>	<u>68</u>
TOTAL	<u>1</u>	<u>111</u>	<u>99</u>

* Includes applications for conciliation services re unions claiming successor status.

- (1) SUBJECT TO REVISION IN ANNUAL REPORT OF THE
DEPARTMENT OF LABOUR

TABLE V
REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

		Number of Votes	
	Mar '62	1st 61-62	12 months of fiscal yr. 60-61
*Certification After Vote			
pre-hearing vote	1	51	22
post-hearing vote	4	42	64
ballots not counted	-	-	-
Dismissed After Vote			
pre-hearing vote	2	20	6
post-hearing vote	3	49	66
ballots not counted	-	10	-
TOTAL	<u>10</u>	<u>172</u>	<u>158</u>

*Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI
REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED
OF BY THE BOARD

		Number of Votes	
	Mar '62	1st 61-62	12 months of fiscal yr. 60-61
*Respondent Union Successful			
Respondent Union Unsuccessful	<u>3</u>	<u>6</u>	<u>9</u>
TOTAL	<u>5</u>	<u>25</u>	<u>22</u>

*In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

Representation Votes in Certification Applications

Disposed of by the Board

January 1, 1961 - December 31, 1961

In the period between January 1, 1961 and December 31, 1961 the Board disposed of 175 applications for certification after the taking of a representation vote. As shown in Table 1 below 78 of the applications were disposed of after an application for a pre-hearing vote and 97 applications resulted in post-hearing votes.

Table 1

Representation Votes in Applications for Certification

Determined by Board

January 1, 1961 - December 31, 1961

Type of Representation Vote	Granted	Dismissed
Pre-hearing Vote	54	24
Post-hearing Vote	48	49
Total	<u>102</u>	<u>73</u>

The applicant union in the 175 applications is shown in Table 2.

Table 2

Applicant Union in Representation Votes

in Application for Certification

Determined by Board

<u>Applicant</u>	<u>No.: of Rep.: Votes</u>
Air Terminal Ground Transport Employees Association	1
Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America	2
Amalgamated Lithographers of America	1
Amalgamated Meat Cutters & Butcher Workmen of North America	2
American Federation of Grain Millers	1
American Newspaper Guild	1
Boot and Shoe Workers Union	1
Brotherhood of Painters, Decorators and Paperhangers of America	1
Building Service Employees' International Union	2
Canadian Textile Council	1
Canadian Union of Operating Engineers	50
Chartered Local of Canadian Labour Congress	2
Hotel & Restaurant Employees & Bartenders' International Union	5
Independent Union of Watercraft	1
International Association of Bridge, Structural & Ornamental Iron Workers	2
International Association of Machinists	2
International Brotherhood of Electrical Workers	1

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America	22
International Chemical Workers Union	3
International Hod Carriers', Building and Common Labourers' Union of America	8
International Typographical Union	1
International Union of Mine Mill & Smelter Workers	2
International Union of Operating Engineers	17
International Union, United Automobile, Aircraft and Agricultural Implement Workers of America	3
International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America	2
International Woodworkers of America	4
Laundry Dry Cleaning & Dye House Workers' International Union	1
National Association of Broadcast Employees & Technicians	1
National Union of Public Employees	5
Northern Electric Employee Association	1
Oil, Chemical and Atomic Workers' International Union	1
Retail Clerks' International Association	2
Retail, Wholesale & Department Store Union	3
Textile Workers' Union of America	2
United Brotherhood of Carpenters & Joiners of America	7
United Cement Lime & Gypsum Workers' International Union	2

United Mine Workers of America	5
United Packinghouse Workers of America	1
United Rubber, Cork, Linoleum and Plastic Workers of America	2
United Steelworkers of America	4
United Textile Workers of America	1
Upholsterers' International Union of North America	1

*In two applications the intervener also sought certification for a group of employees not represented by any other trade union.

Choice Offered in Representation Votes

Where one trade union applies for certification as bargaining agent for employees who are not at the time represented by another trade union and a representation vote is directed by the Board, the ballot offers the voters a choice between the applicant union and no union. Such a ballot is commonly referred to as a "Yes-No" ballot. Where there is a contest between two trade unions, both of whom seek certification for all or some of the same group of employees, and the employees are not at the time represented by any other trade union, the employees will be offered a choice between the two trade unions seeking certification. Such a ballot is commonly referred to as a "Two-Way" ballot. Where a trade union seeks to displace an incumbent union, i.e., the union which is at the time the recognized bargaining agent for the employees, the employees will be offered a choice between the applicant union and the incumbent union. The applicant trade union in each of the three categories set out above and the intervener in the second category, of course, have to satisfy the minimum requirements of section 7, subsection 2, of The Labour Relations Act, as a condition precedent to a representation vote being directed by the Board. Table 3 shows the Board's disposition of the applications following the taking of the vote.

Table 3

Representation Votes by Choice Offered Voters

January 1, 1961 - December 31, 1961

Nature of Choice	Pre-Hearing Vote		Post-Hearing Vote	
	Granted	Dismissed	Granted	Dismissed
(a) Between a Union and no Union	11	13	19	43
(b) Between two Unions both seeking cer- tification	-	-	2	-
(c) Between appli- cant Union and incumbent Union	43	11	27	6
TOTAL	54	24	48	49

MONTHLY REPORT



APRIL 1962

Government
Publications

ONTARIO LABOUR RELATIONS BOARD

PART I
CASE LISTINGS

Government
Publicati

Page

1.	Applications for Certification	
	(a) Bargaining Agents Certified	1
	(b) Applications Dismissed	18
	(c) Applications Withdrawn	20
2.	Applications for Declaration Terminating Bargaining Rights	21
3.	Applications for Declaration that Strike Unlawful	29
4.	Applications for Consent to Prosecute	22
5.	Applications Under Section 65 of the Act	22
6.	Indexed Endorsements	
	Certification	
	2132-61-R Brockville Chemicals Limited	23
	2173-61-R Barlin-Scott Manufacturing Company Limited	25
	2297-61-R Wm Roberts Electric Limited	26
	2470-61-R Sun Tube of Canada Limited	28

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING APRIL 1962

Bargaining Agents Certified During April
No Vote Conducted

2118-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Acme Farmers Dairy Limited (Respondent)

Unit: "all office employees of the respondent at Metropolitan Toronto, save and except office manager, assistant office manager, milk department manager, branch managers, persons above the rank of manager, sales supervisors, sales and delivery supervisors, confidential payroll supervisor, merchandising salesmen, fieldman, complaint men, canvassers, the confidential secretary to the general manager and the milk department manager, the confidential secretary to the general sales manager, and the confidential secretary to the office manager." (48 employees in the unit).

(UNIT BASED ON AGREEMENT OF THE PARTIES).

The Board endorsed the Record as follows:

"The Board finds that J. Jones (night supervisor) does not exercise managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is an employee included in the bargaining unit.

The Board further finds that R. Cunningham (night supervisor) exercises managerial functions within the meaning of section 1 (3) (b) of The Labour Relations Act and is not included in the bargaining unit."

Board member G.E. Harvey dissented and said:

"I dissent insofar as the inclusion of J. Jones in the bargaining unit is concerned. In my view he exercises managerial functions in the same manner and to the same extent as R. Cunningham, and I would therefore have excluded the classification of night supervisor."

2173-61-R: United Steelworkers of America (Applicant) v. Barlin-Scott Manufacturing Company Limited (Respondent) v. Canadian Heating Equipment Workers Union No. 169, N.C.C.L. (Intervener). (INTERVENER DISMISSED).

Unit: "all employees of the respondent at the Township of Saltfleet, save and except foremen, persons above the rank of foreman, office and sales staff." (101 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 25).

2175-61-R: International Chemical Workers Union (Applicant) v. Brockville Chemicals Limited (Respondent)

Unit: "all employees of the respondent in its plant in the Township of Augusta, save and except foremen, persons above the rank of foreman, office staff, security guards, employees engaged in temporary construction, and students hired for the school vacation period." (154 employees in the unit).

(SEE THE BOARD'S DECISION IN THE BROCKVILLE CHEMICALS LIMITED CASE, File No. 2132-61-R, see page 15 and pages 23-25).

Board Member, G.R. Harvey dissented and said:

"I dissent. I find that the stationary engineers in the employ of the respondent were employed as, and are performing characteristic skills of stationary engineers. I would have found that the stationary engineers form an appropriate bargaining unit and I would certify the International Union of Operating Engineers, Local 869, as bargaining agent for the stationary engineers."

2470-61-R: Printing Specialties and Paper Products Union No. 456 (Applicant) v. Sun Tube of Canada Limited (Respondent).

Unit: "all employees of the respondent at Ottawa, save and except foremen and foreladies, persons above the rank of foreman or forelady, and office and sales staff." (144 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 28).

2517-61-R: Lumber & Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Fred Metzker (Respondent).

Unit: "all employees of the burnt over woods salvage operations of the respondent in the district of Kenora, save and except foremen, persons above the rank of foreman, scalers and office staff." (8 employees in the unit).

2518-61-R: Lumber & Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Canadian Forest Products Limited (Respondent).

Unit: "all employees of the burnt over woods salvage operations of the respondent in the district of Kenora, save and except foremen, persons above the rank of foreman, scalers and office staff." (7 employees in the unit).

2944-61-R: International Association of Machinists (Applicant) v. Oki & Willadsen Limited (Respondent)

Unit: "all employees of the respondent at its plant in Toronto, save and except foremen, foreladies, persons above the rank of foreman and forelady, office and sales staff, and persons regularly employed for not more than 24 hours per week." (118 employees in the unit).

2946-61-R: Toronto Photo-Engravers' Union, Local #35, I.P.E.U. of N.A. (Applicant) v. London Stamp & Stencil (Ontario) Limited. (Respondent)

Unit: "all journeymen photo-engravers and apprentices of the respondent at its plant in Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit).

2957-61-R: Retail Clerks International Association (Applicant) v. Central Super Markets Limited (Greater Ottawa District) (Respondent).

Unit: "all employees of the respondent employed in the I.G.A. Stores owned or operated by the respondent in the Greater Ottawa District, save and except store managers, persons above the rank of store manager, office staff of the respondent employed at the offices of M. Loeb Ltd., persons regularly employed for not more than 24 hours per week and students employed during the school vacation period." (85 employees in the unit).

(HAVING REGARD TO THE AGREEMENT OF THE PARTIES)
(REASONS FOR DECISION GIVEN IN WRITING)

3049-61-R: United Steelworkers of America (Applicant) v. Steel Distributors Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (58 employees in the unit).

3135-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Hi-Grade Auto Body & Collision Services (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (10 employees in the unit).

3162-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Park Manor Motors Limited. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (29 employees in the unit).

3188-61-R: International Hod Carriers', Building and Common Labourers' Union of America Local 1250 (Applicant) v. Vanson Construction Limited (Respondent)

Unit: "all construction labourers of the respondent working at or out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that drillers and powdermen are included in the term construction labourers."

3191-61-R: International Association of Bridge Structural and Ornamental Iron Workers, Local 721 (Applicant) v. Wil-Ken Steel Services Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto engaged in field fabrication and installation work, save and except non-working foremen, persons above the rank of non-working foreman." (31 employees in the unit).

3193-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Hearn Pontiac Buick Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, service salesmen, full-time parts salesmen, office and sales staff and persons regularly employed for not more than 24 hours per week." (30 employees in the unit).

3194-61-R: United Steelworkers of America (Applicant) v. Aylmer and Malahide Telephone Company (Respondent)

Unit: "all employees of the respondent at Aylmer and Straffordville, save and except foremen, persons above the rank of foreman, telephone operators, office and clerical staff and janitors." (48 employees in the unit).

3201-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Broder Johansen carrying on business as Greater Toronto Auto Refinishers. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (2 employees in the unit).

3203-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Kingsgate Motors Ltd. (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, service salesmen, full-time parts salesmen, office and sales staff, and persons regularly employed for not more than 24 hours per week." (55 employees in the unit).

3207-61-R: Retail, Wholesale and Department Store Union, AFL-CIO:CLC (Applicant) v. Sarnia Beverages Ltd. (Respondent)

Unit: "all employees of the respondent employed at or working out of Sarnia, save and except foremen, supervisors, persons above the ranks of foreman and supervisor, office staff, salesmen other than driver salesmen, persons regularly employed for not more than 24 hours per week and students employed for the school vacation period." (13 employees in the unit).

3208-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Corey Oil Company Limited (Petrolia) (Respondent)

Unit: "all employees of the respondent at Petrolia, save and except foremen, persons above the rank of foreman, office and sales staff." (5 employees in the unit).

3213-61-R: The United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO-CLC (Applicant) v. Ferro Enamels (Canada) Limited (Respondent)

Unit: "all employees of the respondent at Oakville, save and except foremen, persons above the rank of foreman, office staff, sales staff and laboratory staff." (33 employees in the unit).

3215-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. General Auto Body (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (10 employees in the unit).

3221-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Grand Rambler Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (6 employees in the unit).

3222-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Brod Auto Motors (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (5 employees in the unit).

3241-61-R: Federal Labour Union, Local 24892, Canadian Labour Congress (Applicant) v. Triangle Conduit & Cable (Canada) Limited (Respondent)

Unit: "all stationary engineers of the respondent at its Scarborough plant, save and except the Chief Engineer." (4 employees in the unit).

3243-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Downsview Chrysler Plymouth Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (19 employees in the unit).

3245-61-R: United Steelworkers of America (Applicant) v. Peterboro Plating Company Limited (Respondent)

Unit: "all the employees of the respondent at Peterborough, save and except foremen, persons above the rank of foreman and office staff." (8 employees in the unit).

3247-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. McVittie Hayes Co. Ltd. (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (30 employees in the unit).

3252-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Howson Motors Ltd. (Respondent)

Unit: "all employees of the respondent at Agincourt, save and except foremen, persons above the rank of foreman, office and sales staff." (16 employees in the unit).

3253-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Hurley Transport Company Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (3 employees in the unit).

3260-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Drivers (Applicant) v. The Toronto Salt Works Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (11 employees in the unit).

3274-61-R: The Canadian Union of Operating Engineers (Applicant) v. Columbian Carbon (Canada) Limited (Respondent)

Unit: "all stationary engineers and helpers employed by the respondent at its plant in Hamilton, save and except shift foremen and persons above the rank of shift foreman." (8 employees in the unit).

3279-61-R. The National Union of Public Employees (Applicant) v. The Corporation of the Village of Crystal Beach (Respondent)

Unit: "all employees of the respondent at Crystal Beach, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit).

3281-61-R: United Steelworkers of America (Applicant) v. American-Standard Products (Canada) Limited (Respondent)

Unit: "all production and maintenance employees of the respondent at the Lansdowne plant, save and except foremen, persons above the rank of foreman, assistant foremen, foremen's clerks, time keepers, rate setters, time study men, technical staff, store keepers, chief inspectors, first aid and safety department, office and clerical staff, watchmen and guards, persons presently represented by the International Brotherhood of Operative Potters, and all employees bound by a subsisting collective agreement between the applicant and the respondent." (20 employees in the unit).

(HAVING REGARD TO THE SPECIAL CIRCUMSTANCES OF THIS CASE AND TO THE HISTORY OF COLLECTIVE BARGAINING BETWEEN THE APPLICANT AND THE RESPONDENT.)

3283-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Braemar Motors Ltd. (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (26 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3288-61-R: United Steelworkers of America (Applicant) v. Keeley Frontier Mines Limited (Respondent)

Unit: "all employees of the respondent in South Lorraine Township, save and except shift bosses, foremen, assistant chief chemists, persons above the rank of shift boss, foreman or assistant chief chemist, laboratory staff, employees in the engineering and geological departments, office staff, security guards, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period." (27 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that head assayers are in the geological department and are excluded from the bargaining unit and that samplers are employees of the respondent included in the bargaining unit).

Board Member C.C. Young dissented and said:

"I dissent. I would have found that the development unit would be an appropriate bargaining unit in this case."

3302-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Wells Auto Body Company Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (5 employees in the unit).

3303-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Four-O-One Collision Works (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (5 employees in the unit).

3306-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 2377 (Applicant) v. Fidelity Construction Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at Lindsay, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit).

3311-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Elgin Motors Co. Ltd. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week and persons specially employed from time to time in connection with automotive exhibits." (125 employees in the unit).

3312-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Addison on Bay Ltd. (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except assistant foremen, persons above the rank of assistant foreman, supervisors, persons above the rank of supervisor, estimators, dispatcher-shipper, watchmen-guards, office and sales staff and persons regularly employed for not more than 24 hours per week." (120 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity the Board declares that parts receivers, runners and drivers are included in the bargaining unit."

3332-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Paul Willison Motors Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (36 employees in the unit).

3349-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. North Clair Motors Ltd. (Respondent)

Unit: "all employees of the respondent at its garage at 711 St. Clair Avenue West, Toronto, save and except foremen, assistant managers, persons above the rank of foreman or assistant manager, estimators, watchman-guard, office and sales staff, persons regularly employed for not more than 24 hours per week, and students employed for the school vacation period." (32 employees in the unit).

(UNIT AGREED TO BY THE PARTIES)

3352-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, (Applicant) v. Busy B Discount Foods Limited (Respondent)

Unit: "all employees in the meat departments of the respondent's stores in the Township of Saltfleet, save and except meat department managers, persons above the rank of meat department manager and persons regularly employed for not more than 24 hours per week." (9 employees in the unit).

3357-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Trafalgar Collision Service. (Respondent)

Unit: "all employees of the respondent at Oakville, save and except foremen, persons above the rank of foreman, office and sales staff." (6 employees in the unit).

3380-62-R: International Molders and Allied Workers Union AFL, CIO, CLC. (Applicant) v. Kent Steel Products Limited (Respondent).

Unit: "all employees of the respondent at its Burlington Road Plant at Hamilton, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).

3382-62-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, I.B. of T. (Applicant) v. F.J. Dixon Haulage Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (13 employees in the unit).

3383-62-R: International Union of Operating Engineers, Local 793 (Applicant) v. The Foundation Company of Canada Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Sudbury, engaged in the operation of cranes, shovels, bulldozers and similar equipment, and those primarily engaged in the repairing and maintenance of same, save and except non-working foremen and persons above the rank of non-working foreman." (11 employees in the unit).

3384-62-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. J. & F. Readymix Concrete and Supply Limited (Respondent)

Unit: "all truck drivers and mechanics of the respondent at Kitchener, save and except foremen, persons above the rank of foreman and office staff." (7 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3416-62-R: Local 343, Office Employees International Union (Applicant) v. Local 30, Sheet Metal Workers International Association (Respondent)

Unit: "all office employees of the respondent in Metropolitan Toronto, save and except office manager and persons above the rank of office manager." (2 employees in the unit).

3421-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Canadian Lift Truck Company (1960) Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (14 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

Certified Subsequent to Pre-Hearing Vote

2657-61-R: National Vending Union Association (Applicant) v. Baker Vendomatic Limited (Respondent)

Unit: "all employees of the respondent at Peterborough, save and except supervisors, persons above the rank of supervisor and office staff." (8 employees in the unit).

Number of names on eligibility list	8
Number of ballots cast	8
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	1

2956-61-R: The Canadian Union of Operating Engineers (Applicant) v. International Malleable Iron Company, Limited (Respondent)

Unit: "all stationary engineers in the employ of the respondent at Guelph, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of Local 14922, District 50, United Mine Workers of America (incumbent)	0

3421-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Canadian Lift Truck Company (1960) Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (14 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

Certified Subsequent to Pre-Hearing Vote

2657-61-R: National Vending Union Association (Applicant) v. Baker Vendomatic Limited (Respondent)

Unit: "all employees of the respondent at Peterborough, save and except supervisors, persons above the rank of supervisor and office staff." (8 employees in the unit).

Number of names on eligibility list	8
Number of ballots cast	8
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	1

2956-61-R: The Canadian Union of Operating Engineers (Applicant) v. International Malleable Iron Company, Limited (Respondent)

Unit: "all stationary engineers in the employ of the respondent at Guelph, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of Local 14922, District 50, United Mine Workers of America (incumbent)	0

3020-61-R: The Canadian Union of Operating Engineers
(Applicant) v. Libby, McNeill & Libby of Canada Limited
(Respondent)

Unit: "all stationary engineers and helpers of the respondent at Wallaceburg employed in the operation of power, heating and refrigeration equipment, and those primarily engaged in the maintenance of such equipment, save and except the chief engineer." (7 employees in the unit).

Number of names on eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	7
Number of ballots marked in favour of Local 944, International Union of Operating Engineers (incumbent)	0

3137-61-R: The Canadian Union of Operating Engineers;
(Applicant) v. John Wyeth & Brother (Canada) Limited; (Respondent) v. Local 944, International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers, firemen and helpers employed by the respondent in its boiler room at Windsor, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of intervener	0

3212-61-R: International Chemical Workers Union (Applicant)
v. Chesebrough-Ponds (Canada) Limited (Respondent)

Unit: "all employees of the respondent at Markham, save and except foremen, foreladies, persons above the rank of foreman or forelady, assistant chemists, persons above the rank of assistant chemist, office and sales staff and students hired for the school vacation period." (41 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

Number of names on eligibility list	41
Number of ballots cast	41
Number of ballots segregated (not counted)	3
Number of ballots marked in favour of applicant	21
Number of ballots marked as opposed to applicant	17

Certified Subsequent to Post-Hearing Vote

2819-61-R: General Workers' Local 800 International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (Applicant) v. G & R Zakoor Limited (Respondent) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 (Intervener)

Unit: "all employees of the respondent in Windsor, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (8 employees in the unit).

Number of names on revised eligibility list	7
Number of ballots cast	7
Number of ballots segregated (not counted)	1
Number of ballots marked in favour of applicant	6
Number of ballots marked in favour of intervener	0

2877-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Max Cartage Limited (Metropolitan Toronto) (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hours per week." (7 employees in the unit).

Number of names on - -- eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	4
Number of ballots marked as opposed to applicant	3

Applications for Certification Dismissed No Vote Conducted

2132-61-R: International Union of Operating Engineers, Local 869 (Applicant) v. Brockville Chemicals Limited (Maitland) (Respondent). (4 employees).

(SEE INDEXED ENDORSEMENT PAGE 23).

2297-61-R: Canadian Brotherhood of Electrical Workers No. 164, N.C.C.L. (Applicant) v. Wm. Roberts Electric Limited (Respondent) v. International Brotherhood of Electrical Workers Local 804 (Intervener)

Unit: "all journeymen electricians and electrical apprentices employed by the respondent in electrical construction within the Counties of Waterloo, Perth and Wellington." (24 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 26).

2861-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Modern Motors (Toronto) Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hours per week." (14 employees in the unit).

3223-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Silver Auto Parks Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (15 employees in the unit).

3278-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 141, Warehousemen and Miscellaneous Drivers (Applicant) v. D. H. Howden & Company Limited (London) (Respondent) (44 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw this application, the Board following its usual practice dismisses the application."

3366-61-R: General Truck Drivers Local Union No. 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Transit Mixed Concrete Limited (St. Catharines) (Respondent) (16 employees).

The Board endorsed the Record as follows:

"The Canadian Brotherhood of Railway, Transport and General Workers were certified as bargaining agent for the employees of the respondent on the 28th day of December, 1960, with respect to whom the applicant is now applying to be certified.

The Board granted a request for conciliation services to the Canadian Brotherhood of Railway, Transport and General Workers with respect to all employees of the respondent within a twenty-five mile radius of the St. Catharines City Hall on the 28th day of March, 1961.

A conciliation Board or a mediator has not been appointed, nor has the Minister informed the parties that he does not deem it advisable to appoint a conciliation Board.

While the respondent and the Canadian Brotherhood of Railway, Transport and General Workers have not entered into a collective agreement following the certification of the Canadian Brotherhood of Railway, Transport and General Workers, there is no evidence before the Board which would justify a finding that the intervener has abandoned its bargaining rights. In view of such circumstances and for the reasons given by the Board in the Wonder Bakeries Limited Case, C.C.H. Labour Law Reporter, Transfer Binder 1955-59, 16,099, C.L.S. 76580, if the employees desire to terminate the bargaining rights of the incumbent union and obtain representation by the applicant, they must first proceed by way of an application under section 43 (1) since there is no provision in The Labour Relations Act for an application for certification by a trade union where an incumbent union has been certified but has not succeeded in negotiating the first collective agreement.

In view of these circumstances and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of opinion that the applicant has failed to make a *prima facie* case for the remedy requested and the application is therefore dismissed."

3367-62-R: United Brotherhood of Carpenters and Joiners of America Local 498 Brantford, Ont. (Applicant) v. Dunker Construction Ltd. (Boys' Training School - Department of Public Works two miles south-east of the town of Simcoe in Norfolk County) (7 employees).

Certification Dismissed subsequent to Post-Hearing Vote

2642-61-R: Building Service Employees' International Union, Local 204 A.F. of L.-C.I.O., C.L.C. (Applicant) v. Argonaut Rowing Club. (Toronto) (Respondent)

Unit: "all employees of the respondent in Toronto, save and except foremen or foreladies, persons above the rank of foreman or forelady, office staff and persons regularly employed for not more than 24 hours per week." (7 employees in the unit).

Number of names on revised eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of applicant	0
Number of ballots marked as opposed to applicant	5

2797-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Windsor Fish Distributors Limited (Windsor) (Respondent)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman and office staff." (10 employees in the unit).

Number of names on revised eligibility list	10
Number of ballots cast	10
Number of ballots marked in favour of applicant	5
Number of ballots marked as opposed to applicant	5

2842-61-R: General Workers' Local 800 International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America - A.F.L.-C.I.O. (Applicant) v. Catalano Fruit Co. Limited (Respondent) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 (Intervener)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman, persons regularly employed for not more than 24 hours per week and office staff." (8 employees in the unit).

On February 22, 1962 the Board endorsed the Record as follows:

"The intervener alleged that it is a party to a collective agreement with the respondent and in support thereof filed a copy of a collective agreement between the intervener and John Catalano, who was the predecessor of the respondent, a cheque in payment of dues collected by the respondent, and a statement on the letterhead of the respondent of dues collected by the respondent for the current month.

A collective agreement as defined by section 1 (1) (c) of The Labour Relations Act must be in writing and signed by both parties to the collective agreement (see Canadian Machinery Case, (1961) C.C.H. Canadian Labour Law Reporter, 16,194, C.L.S. 76-729.

Even if the Board were to find, which it expressly does not find, that the respondent has indicated in writing that it desires to be bound by a collective agreement between the respondent and the intervener there is no corresponding evidence in writing that the intervener also wishes to be bound by such a collective agreement and of course one party cannot unilaterally bind another party to a collective agreement which existed between the intervener and the respondent's predecessor.

Since the intervener has not satisfied the Board that it is a party to a collective agreement with the respondent nor has it applied to be certified as bargaining agent for the employees of the respondent, the intervener is therefore not entitled to appear on the ballot."

Number of names on eligibility list	8
Number of ballots cast	8
Number of ballots marked in favour of applicant	4
Number of ballots marked as opposed to applicant	4

2852-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Richards Delivery Service (Metropolitan Toronto) (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (27 employees in the unit).

Number of names on revised eligibility list	23
Number of ballots cast	23
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	16

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING APRIL 1962

2811-61-R: Local Union 633, of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (meat department Oakville). (Respondent) (7 employees).

2850-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (meat department Ancaster, Ontario). (Respondent). (3 employees).

2851-61-R: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (meat department, Ancaster, Ontario) (Respondent). (6 employees).

3022-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (meat department, Grimsby) (Respondent). (3 employees).

3051-61-R: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (Grimsby, Ontario) (Respondent). (6 employees).

3052-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Steinberg's Limited (meat department, Cooksville) (Respondent). (5 employees).

3053-61-R: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America AFL-CIO (Applicant) v. Steinberg's Limited (Cooksville) (Respondent). (11 employees).

3078-61-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America, (Applicant) v. Steinberg's Limited (meat department, Brantford) (Respondent). (4 employees).

3113-61-R: Amalgamated Clothing Workers of America and its Local 609 (Applicant) v. Canadian Pajama & Shirt Company Ltd. (Lindsay) (Respondent). (60 employees).

3330-61-R: Printing Specialties & Paper Products Union, Local 466 (Applicant) v. R.B.H. Division Inter Chemical Company (Metropoltian Toronto) (Respondent). (4 employees).

3375-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs Warehousemen and Helpers of America (Applicant) v. A. D. Gorrie (Metro Toronto) (Respondent).

3377-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Gorries Downtown Chevrolet. (Metro Toronto) (Respondent) (65 employees).

3400-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. Rowe Brothers of Canada Limited (city of Ottawa) (Respondent). (3 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING APRIL 1962

3021-61-R: The Employees of the American-Standard Products (Canada) Limited, Junction Plant; (Applicant) v. International Molders and Allied Workers Union, AFL-CIO. CLC. (Formerly International Molders' and Foundry Workers' Union of North America) and its Local No. 28, Toronto, Ontario; (Respondent) v. American-Standard Products (Canada) Limited, Junction Plant (Intervener) (GRANTED). (141 employees).

(Re: American-Standard Products (Canada) Limited, Production and Maintenance Employees, Junction Plant, Toronto, Ontario)

Number of names on revised eligibility list	128
Number of ballots cast	128
Number of ballots marked in favour of respondent	14
Number of ballots marked as opposed to respondent	114

3369-62-R: Island Lake Lumber Co. Ltd. (Applicant) v. Lumber and Sawmill Worker's Union Local 2537 (Respondent) (GRANTED). (60 employees).

(Re: Island Lake Lumber Co. Ltd.,
Top Lake, Twp. 13G, District of Sudbury)

APPLICATION FOR CONSENT TO PROSECUTE DISPOSED OF DURING

APRIL 1962

3273-61-U: The Building and Construction Trades Council of Toronto and Vicinity (Applicant) v. Wing Construction Co. Ltd. (Respondent) (WITHDRAWN).

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING APRIL 1962

2883-61-U: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Complainant) v. Busy B Discount Foods Limited (Respondent)

3080-61-U: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Complainant) v. Busy B Discount Foods Limited (Respondent)

3238-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Byers Auto Body (Scarboro) (Respondent)

3240-61-U: District 50, United Mine Workers of America, (Complainant) v. Weston Bakeries Ltd., operating under the name of Philpott's Sunbeam Bread (Respondent)

3282-61-U: General Truck Drivers Union, Local 938 (Complainant) v. Richards Delivery Service (Weston) (Respondent)

3304-61-U: District 50, United Mine Workers of America (Complainant) v. Weston Bakeries Ltd. operating under the name of Philpott's Sunbeam Bread (Respondent)

3309-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Union Local 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Hi Grade Auto Body & Collision Services. (Scarboro) (Respondent)

3310-61-U: Laundry, Cry Cleaning and Dye House Workers International Union, Local 351 (Complainant) v. Baby Valet Diaper Services (Scarborough) (Respondent)

3329-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Elgin Motors Ltd. (Toronto) (Respondent)

3448-62-U: Office Employees International Union, Local 343 (Complainant) v. Sheet Metal Workers International Association, Local 30 (Respondent)

3472-62-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. A. D. Gorrie (Respondent)

CERTIFICATION INDEXED ENDORSEMENT

2132-61-R: International Union of Operating Engineers, Local 869 (Applicant) v. Brockville Chemicals Limited (Maitland) (Respondent). (DISMISSED APRIL, 1962)

The Board endorsed the Record as follows:

"The applicant has applied to be certified as bargaining agent for all stationary engineers and other employees of the boiler room of the respondent, save and except the chief engineers.

The International Chemical Workers Union has also applied to be certified as bargaining agent for all employees of the respondent including stationary engineers with certain exceptions not here relevant.

The stationary engineers in the employ of the respondent are classified by the respondent as stationary engineers (Chemical operators).

The stationary engineers (Chemical operators) are not employed in a boiler room as such but are employed by the respondent in its nitric acid plant and are engaged in the production of nitric acid. The nitric acid production is an integral part of the fertilizer division and the nitric acid produced is used in other processes in the respondent's plant.

The stationary engineers had to be trained by the respondent in the chemical process work which is required for the production of nitric acid. The respondent was required by law to hire stationary engineers to operate the boilers which are utilized for the production of nitric acid and the stationary engineers (chemical operators) are the only persons employed in the nitric acid building.

When nitric acid is produced the heat generated in the process is utilized to operate two boilers. There are also two auxiliary boilers which are oil and gas fired, plus an air compressor and refrigeration equipment which are operated by the stationary engineers (chemical operators).

The respondent has in its employ a first class engineer under whose papers the plant operates and this person is classified as the chief engineer and maintenance foreman.

The stationary engineers (chemical operators) were interviewed and hired by the supervisor of the fertilizer division. They are supervised by the supervisor of the fertilizer division and his orders are passed through the foreman of the fertilizer division to them. The foreman of the fertilizer division is always in attendance when the nitric acid production is commenced because of the dangerous complexity of the process.

A log book is kept in the nitric acid building and orders are entered into the log book either by the fertilizer division supervisor or foreman. On very rare occasions the chief engineer also makes entries in the log book and such entries relate only to the operation of the auxiliary boilers. Instructions have been given that before acting on the chief engineer's orders, such orders must be confirmed by the supervisor of the fertilizer division.

We find that the stationary engineers (chemical operators) are primarily employed for the production of nitric acid even though they also perform functions common to those usually performed by stationary engineers with respect to the by-product heat generated in the nitric acid process and also with respect to the auxiliary boilers. Between fifty per cent and eighty per cent of the time, they are engaged in the chemical process work and the balance of the time with work commonly associated with stationary engineers. These employees have a functional coherence and interdependence with the other chemical operators and are an integral part of chemical processes in the respondent's plant.

For these reasons we find that the unit composed of stationary engineers (chemical operators) is not appropriate in this case."

Board Member G. R. Harvey dissented and said:

" I dissent. I find that the stationary engineers in the employ of the respondent were employed as, and are performing characteristic skills of, stationary engineers. I would have found that the stationary engineers form an appropriate bargaining unit and I would certify the International Union of Operating Engineers, Local 869, as bargaining agent for the stationary engineers."

2173-61-R: United Steelworkers of America (Applicant)
v. Barlin-Scott Manufacturing Company Limited (Respondent)
v. Canadian Heating Equipment Workers Union No. 169,
N.C.C.L. (Intervener). (GRANTED TO APPLICANT APRIL 1962).

The Board endorsed the Record in part as follows:

"On October 6, 1961 United Steelworkers of America (hereinafter referred to as the applicant) made an application for certification as bargaining agent of all employees of Barlin-Scott Manufacturing Company Limited (hereinafter referred to as the respondent) with certain exceptions not here material. The respondent filed its reply on October 19, 1961. On October 19, 1961 the Canadian Heating Equipment Workers Union No. 169, N.C.C.L. (hereinafter referred to as the intervener) filed an "application for certification by intervener" for all employees of the respondent with certain exceptions not here material.

Subsection 1 of section 7 of The Labour Relations Act provides that, upon an application for certification, the Board shall ascertain the number of employees in the bargaining unit at the time the application was made. On behalf of the intervener it was submitted that the Board, for the purpose of the intervener's application for certification, should ascertain the number of employees in the bargaining unit as of October 19, 1961, the date on which its application for certification was filed rather than as of October 6th, 1961, the date on which the applicant made its application for certification.

By filing an "application for certification by intervener" the intervener joined in and became party to a certification proceeding which was already in progress before the Board and which had been commenced by the applicant on October 6, 1961. We are of opinion, and this has been the practice of the Board, that the date of the making of the application that instituted the proceeding before the Board is the date as of which the number of employees is to be ascertained for all purposes in that proceeding, whether for the purpose of the applicant's application or for the purpose of the intervener's application.

On the basis of the list of employees filed by the respondent, as amended by letter from the respondent's solicitor dated October 31, 1961, there were 101 employees of the respondent in the bargaining unit as at October 6th, 1961. At the hearing the intervener submitted that four names should be added to the list filed by the respondent so as to make a total of 105 employees in the bargaining unit. In either case, the Board is satisfied that less than forty-five per cent of the employees of the respondent in the bargaining unit were members of the intervener at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure. Accordingly, it becomes unnecessary for the Board to inquire further into the composition of the bargaining unit and the application of the intervener is dismissed."

2297-61-R: Canadian Brotherhood of Electrical Workers No. 164, N.C.C.L. (Applicant) v. Wm. Roberts Electric Limited (Respondent) v. International Brotherhood of Electrical Workers, Local 804 (Intervener)

On November 22, 1961, the Board directed a representation vote in the following Voting Constituency:-

"all journeymen electricians and electrical apprentices employed by the respondent in electrical construction within the Counties of Waterloo, Perth and Wellington."

On February 19, 1962, the Board endorsed the Record in part as follows:-

"Having regard to the representations of the parties, the Board finds that Donald Wettlaufer was covered by the collective agreement made

October 1, 1958, and binding on the respondent and the intervener, and is, therefore, included in the voting constituency determined by the Board on November 22, 1961. Thus, the vote cast by Donald Wettlaufer (and segregated) would in the ordinary course of events be opened and counted. However, it is clear from the Returning Officer's Report of Vote that Wettlaufer's vote may well determine the outcome of the representation vote. To count the vote of Wettlaufer would obviously destroy the secrecy of the ballot. In similar circumstances in previous cases, the Board has taken the position that there must be another representation vote and the Board in this case is of the opinion that it should follow the same practice.

In reaching this conclusion, the Board has not taken into account the objection to the vote registered by the intervener in its letter of January 9th. The Board notes that the intervener originally agreed to the inclusion of Edward Toal and Earl Toal on the voters' list. If the intervener still claims that these two persons are not in the voting constituency set by the Board, this is a matter which should be raised when the parties meet to set the arrangements for the new vote.

A new representation vote will be taken among the employees of the respondent in the voting constituency defined in paragraph 3 of the Board's decision of November 22, 1961.

On April 13, 1962, the Board further endorsed the Record as follows:-

"Although the applicant has requested leave to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application.

The attention of the parties is drawn to the Mathias Ouellette Case C.C.H. par. 16, 026, C.L.S. 76-485."

2470-61-R: Printing Specialties and Paper Products
Union No. 456 (Applicant) v. Sun Tube of Canada Limited
(Ottawa) (Respondent). (GRANTED APRIL, 1962)

The Board endorsed the Record as follows:

"The applicant has requested certification under section 7 (5) of The Labour Relations Act. On the basis of all the evidence, we find as follows:

- (1) During the months of September, October and November, 1961, the female employees of the respondent were assembled by Mr. Allen, the personnel manager, for at least four meetings during working hours on the premises of the respondent. At these meetings the employees were told by Mr. Allen that, if the union came in, they could lose their existing fringe benefits, that the respondent might have to close down its plant as it could not afford to pay higher wages, and that the respondent had never had and would never have a union in its plant. At one of these meetings, Mr. Allen conducted a vote in which the employees were asked to indicate on a prepared ballot whether they were for or against the union. At another meeting, Mr. Allen told the employees that anyone who had joined the union and wanted to get out could get help from him by coming to his office. After this meeting two employees signed a letter withdrawing their application for membership in the union, one of whom signed it in Mr. Allen's office and left it there. In addition, Mr. Allen, after telling the employees at one of the meetings that he would show them what it would cost them for union dues, on one occasion paid each employee in two separate envelopes, one containing three dollars and accompanied by a statement to the effect that this was the amount the employee would have to pay to the union each month, the other containing the balance of the employee's earnings for that pay period.
- (2) A letter dated October 1961, on the letterhead of the respondent and bearing the signature of Mr. Pushman, the president, was forwarded to the employees by the respondent. This letter was addressed "TO OUR EMPLOYEES AND THEIR FAMILIES", noted that union organizers had been working at the plant, and declared in part:

Frankly we look with dis-favor on this Union Activity -- a third party interfering in the good relations in our Company

- (3) Mr. Allen conducted separate interviews in his office with two employees on matters arising out of incidents at the plant connected with the union. One of these employees was told by Mr. Allen to think it over before she signed for the union, that he had heard that her work was slipping, and that, after the union came in, she would be sent home whenever her work on a unit was finished where ordinarily the foreman would find something else for her to do. The other employee was told by Mr. Allen that if he heard her mention union once more she would be out and that she was there to do her work.
- (4) Supervisory personnel of the respondent made arrangements for an employee to sign one of several documents in opposition to the trade union which were circulating among the employees. Other supervisory personnel were in a position to observe employees approaching other employees with such documents and took no action

We are of opinion that Mr. Allen's statements regarding job security, employment benefits and the respondent's attitude towards the union, made in the circumstances of this case, including the repeated convening of employees under "captive audience" conditions, the conduct of a poll among employees to determine their views towards the union, and the offer of assistance to employees in cancelling membership in the union, would have a coercive effect on the employees and would make it unlikely that their true wishes would be disclosed by a representation vote. See The Underwood Manufacturing Company Limited Case, (1952) CCH Canadian Labour Law Reporter, Transfer Binder, 17040; CLS 76-352.

Having regard to the provisions of section 7 (5) of The Labour Relations Act, a certificate will issue to the applicant."

APPLICATION FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED OF
DURING APRIL

3593-62-U: Firestone Tire & Rubber Company of Canada Limited (Applicant) v. Ivon Andrews et al (Respondents).
(WITHDRAWN).

PART 2

STATISTICAL TABLES

1.	Applications and Complaints to the Ontario Labour Relations Board	S1
2.	Hearings of the Labour Relations Board	S1
3.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S2
4.	Applications and Complaints Disposed of by Board by Major Types	S3
5.	Representation Votes in Certification Applications Disposed of by Board	S5
6.	Representation Votes in Termination Applications Disposed of by Board	S5

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed Apr. 1st month of fiscal year '62 62-63 61-62		
I Certification	74	74	52
II Declaration Terminating Bargaining Rights	5	5	10
III Declaration of Successor Status	1	1	-
IV Conciliation Services	170	170	148
V Declaration that Strike Unlawful	1	1	5
VI Declaration that Lockout Unlawful	3	3	-
VII Consent to Prosecute	13	13	11
VIII Complaint of Unfair Practice in Employment (Section 65)	9	9	12
IX Miscellaneous	2	2	-
TOTAL	278	278	238

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number Apr. 1st month of fiscal year '62 62-63 61-62		
Hearings and continuation of Hearings by the Board	100	100	71

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	<u>Apr.</u> <u>'62</u>	<u>1st month of fiscal year</u> <u>62-63</u>	<u>61-62</u>
I Certification	81	81	60
II Declaration Terminating Bargaining Rights	2	2	4
III Declaration of Successor Status	-	-	-
IV Conciliation Services	38	38	112
V Declaration that Strike Unlawful	2	1	1
VI Declaration that Lockout Unlawful	-	-	-
VII Consent to Prosecute	1	1	7
VIII Complaint of Unfair Practice in Employment (Section 65)	11	11	9
IX Miscellaneous	-	-	3
TOTAL	<u>184</u>	<u>183</u>	<u>196</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

*Employees

I Disposition	Apr. 1st mo. fiscal yr.	Apr. 1st mo. fiscal year				
	'62	62-63	61-62	'62	62-63	61-62
<u>Certification</u>						
Certified	57	57	38	1507	1507	562
Dismissed	11	11	17	174	174	738
Withdrawn	13	13	5	177	177	376
TOTAL	<u>81</u>	<u>81</u>	<u>60</u>	<u>1858</u>	<u>1858</u>	<u>1676</u>
<u>II Termination of Bargaining Rights</u>						
Terminated	2	2	1	201	201	17
Dismissed	-	-	2	-	-	9
Withdrawn	-	-	1	-	-	-
TOTAL	<u>2</u>	<u>2</u>	<u>4</u>	<u>201</u>	<u>201</u>	<u>26</u>

* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S4 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

Number of appl'n's dis. of	
Apr. 1st mo. fiscal yr.	
'62	<u>62-63</u>
	<u>61-62</u>

III Conciliation Services*

Referred	82	82	103
Dismissed	-	-	3
Withdrawn	<u>6</u>	<u>6</u>	<u>6</u>
TOTAL	<u>88</u>	<u>88</u>	<u>112</u>

IV Declaration that
Strike Unlawful

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>1</u>	<u>1</u>	<u>1</u>
TOTAL	<u>1</u>	<u>1</u>	<u>1</u>

V Declaration that
Lockout Unlawful

Granted	-	-	-
Dismissed	-	-	-
Withdrawn	<u>1</u>	<u>1</u>	<u>1</u>
TOTAL	<u>1</u>	<u>1</u>	<u>1</u>

VI Consent to
Prosecute

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>1</u>	<u>1</u>	<u>6</u>
TOTAL	<u>1</u>	<u>1</u>	<u>7</u>

* Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED OF
BY THE BOARD

Number of Votes

Apr. '62	1st month of fiscal yr. 62-63	61-62
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*Certification After Vote

pre-hearing vote	5	5	6
post-hearing vote	2	2	2

Dismissed After Vote

pre-hearing vote	—	—	1
post-hearing vote	<u>4</u>	<u>4</u>	<u>7</u>
TOTAL	<u>11</u>	<u>11</u>	<u>16</u>

*Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF
BY THE BOARD

Number of Votes

Apr. '62	1st month of fiscal yr. 62-63	61-62
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*Respondent Union Successful
Respondent Union Unsuccessful

TOTAL	<u>1</u>	<u>1</u>	<u>1</u>
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*In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT



ONTARIO

MAY 1962

ONTARIO Labour Relations Board



CASE LISTINGS

	Page
1. Applications for Certification	Page
(a) Bargaining Agents Certified	30
(b) Applications Dismissed	41
(c) Applications Withdrawn	54
2. Applications for Declaration Terminating Bargaining Rights	54
3. Applications Under Section 79 of the Act	57
4. Applications for Declaration that Strike Unlawful	57
5. Applications for Declaration that Lockout Unlawful	57
6. Applications for Consent to Prosecute	58
7. Complaints under Section 65 of the Act	61
8. Request for Review In Certification Applications	62
9. Indexed Endorsements Certification 2078-61-R Linhaven Home for the Aged	66
3029-61-R M. Loeb Limited	69

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD DURING MAY 1962

Bargaining Agents Certified During May
No Vote Conducted

2078-61-R: National Union of Public Service Employees; (Applicant) v. Linhaven Home for the Aged, St. Catharines, Ont.; (Respondent) v. Local 866 International Union of Operating Engineers (Intervener)

Unit: "all employees of the respondent, save and except department heads, persons above the rank of department head, office staff, registered nurses, chief engineer, stationary engineers employed in its steam plant and persons regularly employed for twenty-four hours or less per week." (105 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 66)

2494-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers; (Applicant) v. Capital Concrete Products Limited; (Respondent) v. International Union of Operating Engineers, Local 869 (Intervener)

Unit: "all employees of the respondent at Iroquois, save and except operating engineers covered by a subsisting collective agreement, foremen, persons above the rank of foreman and office and sales staff." (44 employees in the unit).

Board Member, R.W. Teagle dissented as to the inclusion of certain named persons in the bargaining unit.

2945-61-R: Draftsmen's Association of Ontario, Local 164, American Federation of Technical Engineers, A.F. of L. - C.I.O., C.L.C. (Applicant) v. Foster Wheeler Limited (Respondent)

Unit: "all draftsmen, apprentice draftsmen, bills of material writers and persons employed in the codes and standards section, all being employed in the equipment division, engineering drafting department at Foster Wheeler Limited, at St. Catharines, save and except division leaders and persons above the rank of division leaders." (34 employees in the unit).

3029-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. M. Loeb Limited (Respondent) v. M. Loeb Limited Employees Benefit Organization (Intervener)

- and -

3030-61-R: M. Loeb Limited Employees Benefit Organization (Applicant) v. M. Loeb Limited (Respondent) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Intervener)

The above matters are consolidated.

Unit: "all employees of the respondent at Ottawa, save and except foremen, persons above the rank of foreman, office staff, persons regularly employed for not more than twenty-four hours per week and students hired for the school vacation period." (98 employees in the unit).

(SEE INDEXED ENDORSEMENT PAGE 69)

3250-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters (Applicant) v. Begg & Daigle Limited (Respondent)

Unit: "all truck drivers of the respondent employed at or working out of Metropolitan Toronto." (2 employees in the unit).

3333-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. British & American Chevrolet Oldsmobile Ltd. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, dispatchers, estimators, watchman-guard, office and sales staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (90 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes the agreement of the parties that the excluded classification described as sales staff includes service salesmen and parts salesmen, and that the excluded classification described as office staff includes service department office staff, parts department office staff and body shop office staff.

The Board also notes the agreement of the parties that telephone order clerks and parts countermen are included in the parts department office staff.

For the purposes of clarity, the Board declares that parts drivers, warranty-shipper and shipper-receiver are included in the bargaining unit.

3358-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 527, (A.F.L. - C.I.O.) (Applicant) v. Francon Limited (Respondent)

Unit: "all construction labourers of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit).

3363-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. James Stradwick Tile & Flooring Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Ottawa, engaged in the installation of resilient flooring, save and except non-working foremen and persons above the rank of non-working foreman." (3 employees in the unit).

3381-62-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Robertshaw-Fulton Controls (Canada) Ltd. (Metropolitan Toronto) (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, foreladies, persons above the rank of foreman or forelady, and office and sales staff." (137 employees in the unit).

3398-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. Witt Construction Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (3 employees in the unit).

3420-62-R: United Glass and Ceramic Workers of North America, AFL-CIO, CLC (Applicant) v. Canada Brick, A Division of Canadian Marietta of Ontario (Respondent)

Unit: "all employees of the respondent in the Township of Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (87 employees in the unit).

3429-62-R: United Brotherhood of Carpenters and Joiners of America, Local 1988 (Applicant) v. Dodge Construction Company Limited (Respondent)

Unit: "all carpenters and carpenter's apprentices of the respondent employed at Smiths Falls and in a radius of thirty miles from Smiths Falls, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

3430-62-R: Christian Trade Unions of Canada (Applicant) v. Acme Transport Co. (Respondent)

Unit: "all employees of the respondent employed at or working out of Hamilton, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hrs per week." (6 employees in the unit).

341-62-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Cooperative arc d'Ottawa carrying on business as Capital Consumers Cooperative (Respondent)

Unit: "all drivers salesmen, special delivery, route supervisors and swing drivers of the respondent at Ottawa, save and except plant employees, persons above the rank of supervisor and office staff." (15 employees in the unit).

(UNIT AGREED TO BY THE PARTIES)

3432-62-R: Local Union No. 1647, International Brotherhood of Electrical Workers (AFL-CIO-CLC) (Applicant) v. Midland Public Utilities Commission (Respondent)

Unit: "all office staff of the respondent employed at Midland, save and except general manager, persons above the rank of general manager, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (6 employees in the unit).

3435-62-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Fairway Store (Respondent)

Unit: "all employees of the respondent at its stores in Sioux Lookout, save and except store manager, persons above the rank of store manager, office staff and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).

3436-62-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Consumers Trading Co. (Respondent)

Unit: "all employees of the respondent at Sioux Lookout, save and except store managers, persons above the rank of store manager, and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).

3444-62-R: Textile Workers Union of America, CLC, AFL-CIO (Applicant) v. Dominion Silk Mills Limited (Respondent)

Unit: "all employees of the respondent in its Mark Street plant at Toronto, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (83 employees in the unit).

3446-62-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Hare Transport Limited (Respondent)

Unit: "all employees of the respondent at Holland Landing, save and except foremen, persons above the rank of foreman, office and sales staff, and students hired for the school vacation period." (4 employees in the unit).

Board Member, D. B. Archer dissented and said:

"I dissent. I would not have excluded students in the transport industry."

3447-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Pigott Motors (1961) Limited (Metropolitan Toronto) (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and office and sales staff." (33 employees in the unit).

The Board endorsed the Record as follows:

"The Board further finds that the cashier is comprehended within the term office staff and is therefore excluded from the bargaining unit."

3449-62-R: Stedman's Employees Association (Applicant) v. Stedman's Bros. Limited (Respondent)

Unit: "all employees of the respondent at its warehouse at Toronto, save and except assistant foremen, persons above the rank of assistant foreman, buyers, printers and office staff." (202 employees in the unit).

3469-62-R: United Brotherhood of Carpenters and Joiners of America, Local 2486, A.F. of L - C.I.O., C.L.C. (Applicant) v. The Foundation Company of Canada Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent on the addition to the Espanola High School at Espanola, save and except non-working foremen, and persons above the rank of non-working foreman." (15 employees in the unit).

3470-62-R: International Union of Operating Engineers Local 796 (Applicant) v. MacLean-Hunter Publishing Co. Ltd. (Respondent)

Unit: "all stationary engineers employed by the respondent at its plant at 481 University Avenue, Toronto, save and except the chief engineer. (4 employees in the unit).

3473-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Paramount Auto Body (Respondent)

Unit: "all employees of the respondent at Oakville, save and except foremen, persons above the rank of foreman and office and sales staff. (3 employees in the unit).

3481-62-R: Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO (Applicant) v. Canadian Canners Limited (Respondent)

Unit: "all employees of the respondent at Foxboro, save and except foremen, persons above the rank of foreman, fieldmen, office staff and seasonal employees." (26 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the classification "seasonal employees" comprises the employees of the respondent who are engaged exclusively for the purpose and during the period of the processing of perishable products."

3485-62-R: General Workers' Local 800 of the International Union of United Brewery, Flour, Cereal, soft drink and Distillery Workers of America - A.F. of L.-C.I.O., C.L.C. (Applicant) v. Krun-Chee Potato Chips, Division of Sunshine Biscuits (Canada) Limited (Respondent)

Unit: "all employees of the respondent at Windsor, save and except foremen, foreladies, persons above the rank of foreman or forelady, office staff and persons regularly employed for not more than 24 hours per week." (39 employees in the unit).

3486-62-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Applicant) v. Essex College (Respondent)

Unit: "all building maintenance employees of the respondent at Windsor, save and except foremen and persons above the rank of foreman." (12 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity the Board declares that persons described by the respondent as technicians are not employees of the respondent included in the bargaining unit."

3487-62-R: Christian Trade Unions of Canada (Applicant) v. Vroom Construction Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of the Township of Vaughan, save and except foremen, persons above the rank of foreman, office and sales staff." (9 employees in the unit).

3527-62-R: Retail, Wholesale and Department Store Union, AFL:CIO:CLC (Applicant) v. Hillcrest Dairy (Whitby) Limited (Respondent)

Unit: "all employees of the respondent at Whitby, save and except route foremen, foremen, persons above the rank of route foreman, foreman and office staff." (18 employees in the unit).

3537-62-R: Local Union 2968 United Brotherhood of Carpenters & Joiners of America affiliated with the Toronto & District Council of Carpenters & Millmen (Applicant) v. Taymouth Industries Ltd. (Respondent)

Unit: "all employees of the respondent at its plant in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (38 employees in the unit).

Unit: "all employees of the respondent at Stratford, save and except manager, persons above the rank of manager, office staff and persons regularly employed for not more than 24 hours per week." (2 employees in the unit).

3660-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Collision Repair Service (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (8 employees in the unit).

3670-62-R: Building Service Employees' International Union Local 183 (Applicant) v. Hunt Bros. Peterborough, Limited (Respondent)

Unit: "all employees of the respondent at Peterborough, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (19 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3672-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Weatherall's Automotive Service Ltd. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (8 employees in the unit).

3673-62-R: United Brotherhood of Carpenters and Joiners of America Local No. 2307 (Applicant) v. Noel Couture Construction Limited (Respondent)

Unit: "all carpenters and carpenters' apprentices of the respondent employed at Cornwall, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit).

3674-62-R: International Hod Carriers' Building and Common Labourers' Union of America, Local # 597 (Applicant) v. Henderson Concrete Products Ltd. (Respondent)

Unit: "all employees of the respondent at Oshawa, save and except foremen, persons above the rank of foreman and office and sales staff." (7 employees in the unit).

3678-62-R: Amalgamated Meat Cutters & Butcher Workmen of North America, AFL-CIO (Applicant) v. Canadian Canners Limited (Respondent)

Unit: "all employees of the respondent at Frankford, save and except foremen, persons above the rank of foreman, office staff and seasonal employees." (10 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the classification "seasonal employees" comprises the employees of the respondent who are engaged exclusively for the purpose and during the period of the processing of perishable products."

Certified Subsequent to Pre-Hearing Vote

3419-62-R: International Union of Operating Engineers Local 796 (Applicant) v. St. Joseph's General Hospital (Respondent)

Unit: "all stationary engineers and persons regularly employed as their helpers in the boiler room of the respondent at its hospital at Elliot Lake, save and except the chief engineer." (6 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

Number of names on eligibility list	5
Number of ballots cast	5

Number of ballots marked in favour of applicant	3
Number of ballots marked as opposed to applicant	2

Certified Subsequent to Post-Hearing Vote

3177-62-R: International Woodworkers of America
(Applicant) v. Premium Forest Products Limited (Metropoli-
tan Toronto) (Respondent)

Unit: "all employees of the respondent at Metropolitan
Toronto, save and except foremen, persons above the
rank of foreman and office and sales staff." (85
employees in the unit).

Number of names on revised voters' list	78
Number of ballots cast by persons whose names appear on voters' list	74
Number of segregated ballots cast by persons whose names appear on voters' list	1
Number of ballots marked in favour of applicant	62
Number of ballots marked against applicant	11

(in addition two votes were cast by persons whose names
did not appear on the voters' list. These votes were
segregated and not counted)

3205-62-R: Building Service Employees' Local Union #268
(Applicant) v. Westmount Hospital (Fort William) (Respondent)

Unit: "all employees of the respondent at its hospital
in Fort William, save and except professional medical
staff, graduate nursing staff, undergraduate nurses,
graduate pharmacists, undergraduate pharmacists, graduate
dietitians, student dietitians, technical personnel,
supervisors, persons above the rank of supervisor, office
staff, persons regularly employed for not more than 24 hours
per week and students employed during the school vacation
period." (96 employees in the unit).

Number of names on revised eligibility list	82
Number of ballots cast	81
Number of ballots marked in favour of applicant	54
Number of ballots marked as opposed to applicant	27

Applications for Certification Dismissed No Vote Conducted

2458-61-R: North York School Caretakers Association; (Applicant) v. The Board of Education for the Township of North York; (Respondent) v. National Union of Public Employees; (Intervener 1) v. United Brotherhood of Carpenters and Joiners of America (Intervener 2). (412 employees).

The Board endorsed the Record as follows:

"The applicant, an association incorporated by Letters Patent under the Corporation Act, claims to be a trade union entitled to certification as the collective bargaining agent for all caretakers excepting supervisory personnel employed by the respondent.

An association bearing the name of The North York School Caretaker Association was originally formed by caretakers in the employ of the respondent in 1949. A considerable portion of the evidence adduced in this case dealt with the activities of this association up to the date when it became incorporated on June 19th, 1961. While much of this evidence might be considered as dealing with past history, it is apparent, and in the circumstances of this case, it cannot be ignored, that the respondent employer frankly and openly bestowed assistance and benefits on this association continuously over the years since its inception in 1949. In this respect representatives of management assisted the association in the preparation and submission of briefs to the respondent concerning wages, working conditions and other kindred matters; the association received cash contributions for certain social functions from the school board; it was permitted the free use of school bulletin boards; notices of the association and of its meetings were picked up and delivered by supervisors; school board supervisors collected membership dues and benevolent fund fees and delivered them to the treasurer of the association; the association was permitted the free use of school board premises for its meetings. It is material that this assistance and these benefits were given in the absence of a collective agreement. (see section 35(1) of The Labour Relations Act.)

It is significant to look at some of the events which more latterly preceded and led to the incorporation of the applicant and its instant application to this Board. On April 4th, 1961, a meeting of some 245 caretakers took place at Northview Secondary School, during working hours. A permit for the use of these school premises for this purpose was given free of charge by the school board and these caretakers were allowed to attend and were paid for the time they spent at the meeting. At this meeting it was resolved inter alia that the "existing 'Constitution' be wiped out or suspended, and a new one drawn up" and "to take the necessary steps to have a Registered Charter and Constitution attended to". A new executive was also nominated and elected. Executive meetings were later held at Willowdale Junior High School on Thursday, April 6, and at Bayview Junior High School on Sunday, April 9th. At the former meeting it was decided to obtain the permission of management to visit the caretakers in the schools to obtain their signatures on a petition to obtain a Charter. At the meeting of April 9th, it was decided to send out memorandum to all schools in "regards to:- (1) New Executive. (2) The count of number of men who signed petition for Charter. (3) Any suggestions for new rules for new Constitution be given to Superintendent who will turn them over to Executive." A further general membership meeting of some 95 caretakers was held at 10:00 a.m. on April 29th, 1961 at Northview Secondary school when the funds and books of the Association were turned over to the executive and a document referred to as the "new Constitution" was read and adopted.

After the Letters Patent had been issued on June 19th in the name of the applicant, a membership meeting was held on August 29th, 1961. At this meeting the incorporated association formally took over all the monies, books, record etc. of the "Old Association". Further, it was decided that all members of the "Old Association", who are in good standing to this date -- be included in the Rolls of this Corporation". While new money was eventually collected from most, if not all, of the members, it appears that persons were earlier recognized as members of the incorporated association and issued membership cards on the basis of fees paid to the "Old Association". There is also evidence that benefvolent funds for the association and membership dues were collected by supervisors since the date of its incorporation and that it also received financial contributions from the school board for certain social activities as it had prior to its incorporation.

It is plain that the assistance and benefits received by the association from April 4th, 1961, to the date of its incorporation were given at a time when the association was having meetings and taking steps preparatory to and for the purpose of obtaining Letters Patent.

The applicant must establish its status as a trade union and its right to be certified as such in accordance with the requirements of The Labour Relations Act. In the circumstances of this case, and because of what took place before, as well as after its incorporation, we are constrained to find that the applicant has sought and been the recipient of financial and other support from the respondent employer within the meaning of section 10 of the Act. Accordingly on that basis and without making any finding as to whether the applicant is otherwise qualified as a trade union under the Act, this Board is prohibited from certifying it.

The application is dismissed."

3187-61-R: National Union of Public Employees (Applicant) v. The Corporation of the County of Essex (Respondent) (42 employees).

The Board endorsed the Record as follows:

"The parties having failed to appear at the hearing of this application, this application is dismissed."

3189-61-R: United Brotherhood of Carpenters and Joiners of America Local Union 93 (Applicant) v. Charles Ogilivy Limited (Ottawa) (10 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application."

3192-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Plaza Chevrolet Limited (Respondent). (37 employees).

The Board endorsed the Record as follows

"Although the applicant has requested leave to withdraw this application herein, the Board following its usual practice in such cases dismisses the application."

3351-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. The Consumers' Gas Company (Township of Crowland) (Respondent) v. International Chemical Workers Union A.F. of L., C.I.O., C.L.C. (Intervener) (5 employees).

The Board endorsed the Record as follows:

"We find that the employees in the bargaining unit sought by the applicant are covered by a subsisting collective agreement made between the respondent and the intervener effective July 8, 1959. Having regard to the provisions of section 5 (3) of The Labour Relations Act, the application is untimely and must be dismissed."

3488-62-R: Hotel and Restaurant Employees Union, Local 743, Affiliated with: Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO, Canadian Labour Congress & Windsor & District Labour Council (Applicant) v. Mrs. Helen V. Harrison (food Concession Operator at Hiram Walker & Sons cafeterias) (Walkerville) (Respondent). (10 employees).

The Board endorsed the Record as follows:

"The applicant having failed to appear at the hearing of this application, this application is dismissed."

3531-62-R: National Union of Public Service Employees (Applicant) v. York Manor (Home for the Aged) (Respondent). (37 employees).

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them.

In view of the action of the respondent in making such a decision, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

3596-62-R: The National Union of Public Employees (Applicant) v. The Corporation of the County of Lambton (jail employees, Lambton County) (Respondent). (24 employees)

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in the Department of Municipal Affairs Act, and that it has declared, pursuant to the provisions of section 78 of The Labour Relations Act, R.S.O. 1950, c. 194 (now section 89 R.S.O. 1960, c. 202) that The Labour Relations Act shall not apply to it in its relations with its employees or any of them. In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

3697-62-R: The National Union of Public Employees (Applicant) v. Corporation of the County of Peterborough (jail employees Peterborough) (Respondent). (12 employees).

The Board endorsed the Record as follows:

"The respondent has filed with the Board a copy of By-Law No.2024, of the Corporation of the County of Peterborough wherein it states that the respondent is a Municipality within the meaning of the Department of Municipal Affairs Act, and providing that the Labour Relations Act R.S.O. 1950, Chapter 202 and amendments thereto shall not apply to the respondent in its relations with its employees or any of them.

The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them.

In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and in accordance with the provisions of section 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make out a *prima facie* case for the remedy requested and the application is therefore dismissed."

3698-62-R: The National Union of Public Employees (Applicant) v. The Corporation of the County of Victoria (jail employees, Lindsay) (Respondent). (7 employees).

The Board endorsed the Record as follows:

"The respondent has filed with the Board a copy of By-Law No.1710 of The Corporation of the County of Victoria wherein it states that the respondent is a Municipality within the meaning of The Department of Municipal Affairs Act, and providing that the Labour Relations Act R.S.O. 1960, Chapter 202 and amendments thereto shall not apply to the respondent in its relations with its employer or any of them.

The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them.

In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and in accordance with the provisions of section 45 of the Boards Rules of Procedure, the Board is of the opinion that the applicant has failed to make out a *prima facie* case for the remedy requested and the application is therefore dismissed."

Certification Dismissed subsequent to Pre-Hearing Vote

3151-61-R: United Steelworkers of America; (Applicant) v. Temagami Mining Co. Limited (No Personal Liability); (Respondent) v. Temagami & District Mine Mill & Smelter Workers Union, Local 1020 (Intervener)

Voting Constituency: "all employees of the respondent at its mine in the Temagami area, save and except the shift bosses, foremen, persons above the rank of shift boss or foreman, office staff, engineering and geological staff, security guards, cookhouse staff, assayers and students employed for the school vacation period." (100 employees in the unit).

Number of names on revised eligibility list	95
Number of ballots cast	93
Number of ballots marked in favour of applicant	30
Number of ballots marked in favour of intervener	63

3350-61-R: Oil, Chemical and Atomic Workers International Union; (Applicant) v. Cabot Carbon of Canada Ltd.; (Respondent) v. Local 944, International Union of Operating Engineers (Intervener).

Voting Constituency: "all employees of the respondent at Sarnia, save and except foremen and supervisors, persons above the rank of foreman or supervisor, office staff, students hired for the school vacation period, stationary engineers and apprentice stationary engineers employed in its boiler and compressor rooms. (66 employees in the unit)."

Number of names on revised eligibility list	65
Number of ballots cast	63
Number of ballots segregated (not counted)	4
Number of ballots marked in favour of applicant	26
Number of ballots marked as opposed to applicant	33

3401-62-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Canadian General Electric Co. Limited, Barrie Works (Respondent).

Voting Constituency: "all employees of the respondent at its Barrie Works, save and except foremen, persons above the rank of foreman, guards, office and sales staff." (437 employees in the unit).

Number of names on revised eligibility list	437
Number of ballots cast	419
Number of ballots segregated (not counted)	8
Number of ballots marked in favour of applicant	173
Number of ballots marked as opposed to applicant	238

Certification Dismissed subsequent to Post-Hearing Vote

2684-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. K-D Manufacturing Company Limited (Kingston) (Respondent).

Unit: "all employees of the respondent at Kingston, save and except foremen, persons above the rank of foreman and office and sales staff." (55 employees in the unit).

On February 28, 1962 the Board endorsed the Record in part as follows:

"On January 13, 1955 the Board certified International Woodworkers of America, CIO-CCL as the bargaining agent of employees affected by this application. A collective agreement between International Woodworkers of America and the respondent was entered into as of January 1, 1955 which provided that it was to be effective from and after January 1, 1955 to December 31, 1956 and thereafter from year to year subject to notice. The Registrar served notice of the instant application upon International Woodworkers of America but that union did not file an intervention and did not attend the hearing. At the hearing the respondent informed the Board that International Woodworkers of America had not contacted the respondent since the expiration date of the agreement and that it had not attempted to contact that union. Subsequent to the hearing the attention of International Woodworkers of America was drawn to subsection 1 of section 9 of the Board's Rules of Procedure by a letter from the Registrar dated February 9, 1962 and no action has since been taken by International Woodworkers of America to inform the Board as to its interest herein. In the circumstances, and on the basis of all the evidence before it, the Board finds that International Woodworkers of America has abandoned its bargaining rights and no longer represents the employees of the respondent at Kingston for whom it has heretofore been the bargaining agent."

On May 8, 1962 the Board further endorsed the Record in part as follows:

"Following the taking of the representation vote in this matter, on March 21st, 1962, the applicant filed a statement of objections and desire to make representations alleging that the respondent had violated the direction of the Registrar to the parties to refrain and desist from propaganda and electioneering during the period specified in the direction in that the respondent "did post on the company bulletin board or allowed to be posted propaganda".

The only evidence before the Board is that, on the day of the vote, a newspaper clipping, entitled "Teamster Bid Opposed by Employees", was found near the "Notice of Taking of Vote" on the bulletin board near the respondent's time clock. No evidence was adduced as to the person or persons who posted the

clipping or the time at which it was posted or the period for which it remained on the bulletin board. There is, accordingly, no evidence from which to make a finding or draw an inference that the respondent posted or permitted the posting of the newspaper clipping. In these circumstances, the Board is not prepared to direct that a new representation vote be taken in this matter."

Number of names on revised eligibility list	50
Number of ballots cast	50
Number of spoiled ballots	1
Number of ballots segregated (not counted)	2
Number of ballots marked in favour of applicant	22
Number of ballots marked as opposed to applicant	25

2739-61-R: Sudbury General Workers Union, Local 101,
Canadian Labour Congress (Applicant) v. Caswell Hotel
(Sudbury) Limited (Respondent).

Unit: "all employees of the respondent at Sudbury, save and except managers, persons above the rank of manager, head cook, office staff and all employees of the respondent bound by a subsisting collective agreement between the Sudbury and District General Workers Union Local 902 of the International Union of Mine Mill and Smelter Workers and the respondent." (35 employees in the unit).

Number of names on revised eligibility list	33
Number of ballots cast	32
Number of ballots marked in favour of applicant	5
Number of ballots marked as opposed to applicant	27

2838-61-R: The National Union of Public Employees, C.L.C.
(Applicant) v. The Parry-Sound General Hospital (Parry
Sound) (Respondent).

Unit: "all employees of the respondent at its hospital at Parry-Sound, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week. (120 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the term technical personnel comprises physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians."

Number of names on revised eligibility list	97
Number of ballots cast	95
Number of ballots marked in favour of applicant	47
Number of ballots marked as opposed to applicant	48

2860-61-R: International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers, Local 938, General
Truck Drivers (Applicant) v. Roy E. Cooper Limited
(Mindemoya) (Respondent).

Unit: "all employees of the respondent employed at or
working out of Mindemoya, save and except foremen, persons
above the rank of foreman, office and sales staff and
persons regularly employed for not more than 24 hours per
week." (8 employees in the unit).

Number of names on voters' list	10
Number of ballots cast	10
Number of ballots marked in favour of applicant	0
Number of ballots marked as opposed to applicant	10

Board Member G.R. Harvey dissented and said:

"I dissent. I would have directed that a
certificate be issued to the applicant without
a representation vote."

3153-61-R: International Union United Automobile
Aircraft and Agricultural Implement Workers of America
(UAW) AFL-CIO (Applicant) v. Wolverine Tube, Division
of Calumet & Hecla of Canada Ltd. (Respondent) v.
International Union of Operating Engineers, Local 944
(Intervener).

3200-61-R: International Union of Operating Engineer, Local 944 (Applicant) v. Wolverine Tube, Division of Calumet & Hecla of Canada Ltd. (Respondent) v. International Union United Automobile Aircraft and Agricultural Implement Workers of America (UAW) AFL-CIO (Intervener).

These applications were consolidated.

The Board directed that a representation Vote be held in each of two voting constituencies.

Constituency No. 1 consisted of

"All stationary engineers employed by the respondent in its boiler room at its Wolverine Tube Division at London. For purposes of clarity and having regard to the agreement of the parties, the Board declares that the Chief Operating Engineer is included in this constituency."

Voters in constituency No. 1 were offered a choice between the International Union of Operating Engineers, Local 944, and the International Union United Automobile Aircraft and Agricultural Implement Workers of America (UAW) AFL-CIO.

VOTING CONSTITUENCY NO. 1

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of applicant (U.A.W.)	4
Number of ballots marked in favour of intervener (International Union of Operating Engineers)	0

The application by the International Union of Operating Engineers Local 944 was dismissed.

Constituency No. 2 consisted of

"All employees of the respondent at its Wolverine Tube Division at London, save and except foremen, those above the rank of foreman, office, sales and laboratory staff."

Voters in constituency No. 2 determined whether or not they wished to be represented by the applicant, the International Union United Automobile Aircraft and Agricultural Implement Workers of America (UAW) AFL-CIO.

Stationary engineers in the boiler room of the respondent's Wolverine Tube Division were entitled to vote in Constituency No. 2 as a majority of them had not marked their ballots in favour of the International Union of Operating Engineers, Local 944, in the vote in constituency No. 1.

VOTING CONSTITUENCY NO. 2

Number of names on revised eligibility list	165
Number of ballots cast	164
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	80
Number of ballots marked as opposed to applicant	83

Following the taking of the vote the Application of International Union United Automobile Aircraft and Agricultural Implement Workers of America (U.A.W.) was dismissed.

3214-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. O.K. Parking Stations Ltd. (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (25 employees in the unit).

Number of names on revised eligibility list	22
Number of ballots cast	22
Number of ballots marked in favour of applicant	2
Number of ballots marked as opposed to applicant	20

3217-61-R: United Packinghouse Food and Allied Workers A.F.L. - C.I.O. - C.L.C. (Applicant) v. J. Lyons & Co. (Canada) Ltd. (Township of Etobicoke) (Respondent).

Unit: "all employees of the respondent in the Township of Etobicoke, save and except senior shift mechanics, head shipper, head receiver, persons above the rank of senior shift mechanics, head shipper and head receiver, office and sales staff, persons regularly employed for not more than 24 hours per week, students employed for the school vacation period and executive trainees." (52 employees in the unit).

Number of names on revised eligibility list	52
Number of ballots cast	52
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	17
Number of ballots marked as opposed to applicant	34

3334-61-R: Textile Workers Union of America; (Applicant)
v. Newlands-Harding Yarns Limited; (Respondent) v. Galt
Textile Workers' Union, Branch No 1, N.C.C.L. (Intervener)

Voting Constituency: "all employees of the respondent
employed in the counties of Waterloo and Wellington, save
and except supervisors, foremen, assistant foremen, fore-
ladies, laboratory personnel, office staff and persons
acting in a confidential or supervisory capacity or having
the power to hire, discharge, suspend or otherwise effect
changes in the status of employees or effectively recommend
such action." (320 employees in the unit).

Number of names on revised voters' list	283
Number of ballots cast by persons whose names appear on voters' list	282
Number of segregated ballots cast by persons whose names appear on voters' list	2
Number of spoiled ballots	4
Number of ballots marked in favour of applicant	124
Number of ballots marked in favour of intervener	152

(In addition 1 ballot cast by a person whose name did
not appear on the voters' list was segregated and
not counted)

3364-61-R: United Brotherhood of Carpenters & Joiners of
America (Applicant) v. W.A. Sheaffer Pen Company of Canada
Limited (Goderich) (Respondent)

Unit: "all employees of the respondent at Goderich, save
and except foremen, persons above the rank of foreman, office
and sales staff." (75 employees in the unit).

Number of names on revised eligibility list	67
Number of ballots cast	67
Number of ballots marked in favour of applicant	24
Number of ballots marked as opposed to applicant	43

Applications for Certification Withdrawn

3287-61-R: The Canadian Union of Operating Engineers (Applicant) v. The Hydro Electric Power Commission of Ontario (Respondent) v. Ontario Hydro Employees Union, N.U.P.S.E.-C.L.C.; (Intervener) v. The Allied Construction Council (Intervener). (35 employees).

3379-62-R: International Union of Doll and Toy Workers of U.S.A. & Canada (Applicant) v. Ganz Brothers Toys Limited (Toronto) (Respondent). (44 employees).

3433-62-R: Retail Store Employees Union Local 506 chartered by the Retail Clerks International Association (Applicant) v. Cosco's Red and White. (Town of Sioux Lookout stores) (Respondent). (6 employees).

3606-62-R: Retail Clerks International Association (Applicant) v. Steinberg's Limited (Guelph) (Respondent) v. Food Handlers' Local Union 175, Amalgamated Meat Cutters and Butcher Workmen of North America, (Intervener) v. Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America (Intervener). (9 employees).

3681-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 607 (Applicant) v. Klymenko Masonry (District of Thunder Bay) (Respondent). (3 employees).

3743-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 607; (Applicant) v. Dante Gasparotto, Masonry Contractor; (Respondent) v. Lumber and Sawmill Workers' Union, Local 2693 of the United Brotherhood of Carpenters and Joiners of America (Intervener). (7 employees).

3778-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1758 (Applicant) v. T.A. Andre & Sons Limited (city of Brockville and all territory twelve (12) miles from the city thereof) (Respondent). (2 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING MAY 1962

2862-61-R: Court Van Zoren (Applicant) v. General Truck Drivers' Union, Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent) (GRANTED). (20 employees).

(Re: Moira-Schuster Limited,
Belleville, Ontario)

Number of names on revised eligibility list	13
Number of ballots cast	13
Number of ballots segregated (not counted)	1
Number of ballots marked in favour of respondent	1
Number of ballots marked as opposed to respondent	11

3048-62-R: Gerard Ouellette and Peter Dutka (Applicant)
v. International Brotherhood of Teamsters Local 880,
Windsor, Ontario (Respondent). (GRANTED). (3 employees).

(Re: Beaver Lumber Company Limited,
Chatham yard)

Number of names on eligibility list	3
Number of ballots cast	3
Number of ballots marked in favour of respondent	1
Number of ballots marked as opposed to respondent	2

3161-61-R: James Kocsis, Melton Colbert, Judith Jones,
Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfrey,
Douglas Scott (Applicants) v. Teamsters, Chauffeurs,
Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3164-61-R: James Kocsis, Melton Colbert, Judith Jones,
Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfrey,
Douglas Scott (Applicants) v. Teamsters, Chauffeurs,
Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3165-61-R: James Kocsis, Melton Colbert, Judith Jones,
Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfrey,
Douglas Scott, (Applicants) v. Teamsters, Chauffeurs,
Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3166-61-R: James Kocsis, Melton Colbert, Judith Jones,
Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfrey,
Douglas Scott (Applicants) v. Teamsters, Chauffeurs,
Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3167-61-R: James Kocsis, Melton Colbert, Judith Jones, Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfreys, Douglas Scott (Applicants) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3168-61-R: James Kocsis, Melton Colbert, Judith Jones, Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfreys, Douglas Scott (Applicants) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3169-61-R: James Kocsis, Melton Colbert, Judith Jones, Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfreys, Douglas Scott (Applicants) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Respondent)

- and -

3170-61-R: James Kocsis, Melton Colbert, Judith Jones, Ronald St. Amour, L. Ruston, Donald Bacon, James C. McAfreys, Douglas Scott (Applicants) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Respondent)

(Re: Windsor News Company Limited,
Windsor, Ontario)

THE ABOVE MATTERS ARE CONSOLIDATED.

10 employees were involved in the above application.

Number of names on revised eligibility list	11
Number of ballots cast	11
Number of ballots marked in favour of respondent	2
Number of ballots marked as opposed to respondent	9

3386-62-R: James Lloyd Schweitzer (Applicant) v. Textile Workers' Union of America (Respondent). (GRANTED). (101 employees).

(Re: Bauers Limited,
Waterloo)

3475-62-R: Robert A. Detweiler (Applicant) v. International Brotherhood of Electrical Workers Local # 2076 (Respondent). (DISMISSED). (3 employees).

(Re: Elmira Public Utilities Comm, Elmira,
Ont - Waterloo County - Woolwich Twsp.)

The Board endorsed the Record as follows:

"The evidence in support of this application does not meet the requirements of the Board and is therefore dismissed."

APPLICATION UNDER SECTION 79 DISPOSED OF DURING MAY 1962

2863-61-M: Amalgamated Meat Cutters and Butcher Workmen of North America, Local 633 (Applicant) v. Federal Meat Market (Toronto) (Respondent).

APPLICATION FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED

OF DURING MAY 1962

3769-62-U: Foundation Company of Canada Limited (Iron Ore Recovery Plant Project, Township of Watters, Ontario) (Applicant) v. R. James, A. Paradis, J. St. Pierre, et al (Respondents). (WITHDRAWN).

APPLICATIONS FOR DECLARATION THAT LOCKOUT UNLAWFUL DISPOSED

OF DURING MAY 1962

3407-62-U: The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A & L Lafreniere Lumber (Chapleau) (Respondent). (DISMISSED).

The Board endorsed the Record as follows:

"For reasons given orally at the hearing, the application is dismissed."

3408-62-U: The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A. & L. Plywood Limited (Chapleau) (Respondent). (DISMISSED).

The Board endorsed the Record as follows:

"For reasons given orally at the hearing, the application is dismissed."

3409-62-U: ?The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A. J. Payette (Chapleau) (Respondent) (DISMISSED).

The Board endorsed the Record as follows:

"For reasons given orally at the hearing,
the application is dismissed."

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

MAY 1962

3451-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. J. Clifford (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3452-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. D. Foster (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3453-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. D. Graham (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3454-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. C. Hiebert (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3455-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. C. Kliesch (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3456-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. H. Oegema (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3457-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. R. Rout (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3458-62-U: McKinlay Transport Limited (Dixie Terminal) (Applicant) v. W. Stone (Respondent). (GRANTED).

Board Member E. Boyer dissented and said:

"I dissent. Having regard to the evidence and to the nature and circumstances of the alleged violation of section 54 (2) of The Labour Relations Act, I am of opinion that no useful purpose would be served in granting consent to the institution of a prosecution in this case. I would therefore have dismissed the application."

3157-61-U: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union 647, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. The Walker Bakeries Limited (Ottawa) (Respondent). (GRANTED).

The Board endorsed the Record as follows:

"On the evidence before it, the Board is unable to find any substance to the allegation of the applicant union that the respondent interfered with the administration of the applicant union contrary to section 48 of The Labour Relations Act and the Board refuses to grant consent to the applicant to the institution of a prosecution against the respondent with respect to that allegation.

The Board consent to the institution of a prosecution against the respondent for the following offence alleged to have been committed:

That the said respondent did contravene section 48 of The Labour Relations Act in that it did on or about the 1st day of March, 1962, interfere with the representation of employees of the respondent by the applicant."

Board Member G.R. Harvey dissented and said:

"I dissent. I would have consented to the institution of a prosecution against the respondent for interference with the administration of the applicant in addition to the consent to the institution of a prosecution against the respondent for interference with the representation of employees of the respondent by the applicant."

Board Member H.F. Irwin dissented and said:

"I dissent. Having regard to the evidence in this case, in addition to refusing consent to institute a prosecution against the respondent for interference with the administration of the applicant, I would not have consented to the institution of a prosecution against the respondent for interference with the representation of employees of the respondent by the applicant."

3603-62-U: Motorways (Ontario) Limited (Ottawa Terminal) (Applicant) v. W. Morrow, H. Lowe, C. Brasier, I. Brown (Respondents). (WITHDRAWN).

3604-62-U: Motorways (Ontario) Limited (Ottawa Terminal) (Applicant) v. J. Albert, et al (Respondents). (WITHDRAWN).

3691-62-U: George & Asmussen Limited (Applicant) v. Bricklayers, Masons and Plasters' International Union of America Local Number 1 (Respondent). (WITHDRAWN).

3692-62-U: George & Asmussen Limited (Applicant) v. J. Artuso et al (Respondents). (WITHDRAWN).

3693-62-U: George & Asmussen Limited (Applicant) v. William J. McDowell and T. Woods (Respondents). (WITHDRAWN).

3761-62-U: George & Asmussen Limited (Applicant) v. Peter Dhaen (Respondent). (WITHDRAWN).

3762-62-U: George & Asmussen Limited (Applicant) v. International Hod Carriers' Building and Common Labourers' Union of America, Local Union 749 (Respondent). (WITHDRAWN).

3775-62-U: Foundation Company of Canada Limited (Applicant) v. R. James, A. Paradis, J. St. Pierre, et al (Respondents). (WITHDRAWN).

3776-62-U: Foundation Company of Canada Limited (Applicant) v. R. James, et al (Respondents). (WITHDRAWN).

3777-62-U: Foundation Company of Canada Limited (Applicant) v. Robert Corville, et al (Respondents). (WITHDRAWN).

COMPLAINTS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING MAY 1962

2934-61-U: International Union of Doll and Toy Workers of U.S.A. & Canada (Complainant) v. Garz Brothers Toys Limited (Toronto) (Respondent)

3242-61-U: Specialty Printing & Paper Products Union
No. 456 (Complainant) v. SunTube of Canada Limited
(Ottawa) (Respondent)

3308-61-U: Public Garage Employees Motor Mechanics and
Allied Workers Union Local 847, affiliated with the
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America (Complainant) v.
Robertson Motors Limited (Toronto) (Respondent)

3335-61-U: International Union of Doll and Toy Workers
of the U.S.A. and Canada (Complainant) v. Ganz Brothers
Toys Limited (Respondent)

3354-61-U: International Union of Doll and Toy Workers
of U.S.A. & Canada (Complainant) v. Ganz Brothers Toys
Limited (Respondent)

3372-62-U: International Union of Doll and Toy Workers
of U.S.A. & Canada (Complainant) v. Ganz Brothers Toys
Limited (Respondent)

3532-62-U: International Molders and Allied Workers
Union AFL.CIO.CLC. (Complainant) v. Certified Automotive
Replacements (Toronto) (Respondent)

3848-62-U: Milk Drivers and Dairy Employees Union Local
647, of the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America (Com-
plainant) v. Westland Products Ltd. (Respondent)

REQUEST FOR REVIEW IN CERTIFICATION APPLICATION

2140-61-R: Retail, Wholesale and Department Store Union,
(Applicant) v. United Fruit Distributors (Hamilton) Limited
(Respondent). (GRANTED OCTOBER, 1961).

The Board endorsed the Record as follows:

"The respondent has requested the Board, under
section 79 (1) of The Labour Relations Act, to re-
consider its decision of October 27th, 1961 in this
matter and revoke the certificate issued to the
applicant. In support of its request the respondent
has made the following representations:

- (1) that, after the Board's decision was issued, the
respondent retained new counsel and was advised
by him that Maurice Lifchitz had been wrongly
included on the respondent's list of the employees
in the bargaining unit as he exercised managerial
functions;

- (2) that, after new counsel had been retained, the respondent discovered that Maurice Lifchitz had participated in the selection of the union and in the representation of the employees by the union, and had contributed support to the union; and
- (3) that the respondent could not have discovered its evidence with respect to the aforesaid matters earlier without interrogation of its employees as to their union activity before the Board's decision was issued and such interrogation would have been in violation of the Board's policy in that respect.

Upon the original application, and upon due notice to the parties, a hearing was held by the Board on October 19th, 1961, at which every opportunity was afforded to the parties to present both evidence and argument on every aspect of the case and both parties fully availed themselves of that opportunity. In reaching its decision of October 27th, 1961 the Board gave careful consideration to all evidence and argument presented to it. In particular, the Board had regard to the following evidence:

- (1) In its application, the applicant proposed the exclusion of non-working foremen from the bargaining unit whereas, in its reply, the respondent proposed the exclusion of foremen. At the hearing this matter was raised by the Board and both parties agreed to the exclusion of foremen and persons above the rank of foreman.
- (2) The respondent's reply was accompanied by a list of all employees in the bargaining unit described in the application. The name of Maurice Lifchitz appeared on this list and his occupational classification was given as "warehouseman". Mr. Melvin Netkin, who appeared at the hearing on behalf of the respondent, signed the following statement appearing on the list: "This list has been prepared by me and I hereby confirm the accuracy thereof."
- (3) During the course of the hearing, the respondent's former solicitor informed the Board that the respondent carried on operations in Hamilton at 53 MacNab Street as well as at Chatham Street and the applicant informed the Board that its application related to the employees of the respondent at the Chatham Street warehouse. Accordingly, the Board directed the respondent to file with the Board a list of all its

employees at Hamilton and to designate the location at which each employee worked and the occupational classification of each employee. By letter dated October 20th, 1961, the respondent's former solicitor informed the Board as follows:

"I am advised that the list of employees, which was filed with the company's reply, contained the names of those bargaining unit employees of the company employed at Hamilton."

In all the circumstances, it appears to the Board that the evidence which the respondent's present solicitor proposes to place before the Board, in so far as it relates to the question of whether Maurice Lifchitz was a person who exercises managerial functions and had been wrongly included as an employee in the bargaining unit, is such as could have been discovered by reasonable diligence on the part of the respondent and its former solicitor prior to the Board's decision herein on October 27th, 1961. Regard must be had for the fact that, on at least three occasions, prior to the Board's decision herein, the respondent and its former solicitor had the opportunity to consider the duties and responsibilities of the respondent's employees so as to determine whether any persons in the employ of the respondent should not be included in the bargaining unit on the ground that they exercised managerial functions, namely:

- (1) during the preparation of the list of employees in the bargaining unit described in the application;
- (2) during the hearing before the Board when the parties agreed to exclude foremen and persons above the rank from the bargaining unit; and
- (3) after the hearing when the respondent and its former solicitor complied with the direction of the Board to file with it a list of all the respondent's employees at Hamilton together with their location and occupational classification.

Moreover, if the Board were to grant the respondent's request for reconsideration on this aspect of the case, it would be permitting the respondent to re-open a matter on which the parties had reached agreement before the Board and on the basis of which the Board proceeded in disposing of the application. Accordingly, the Board does not consider it advisable, in the circumstances of this case, to reconsider its decision of October 27th, 1961 in this matter in so far as it relates to the inclusion of Maurice Lifchitz in the bargaining unit.

Having regard to the Board's refusal to reconsider its decision in so far as it relates to the status of Maurice Lifchitz, it is clear that no purpose would be served by hearing the respondent's evidence with respect to his alleged activities on behalf of the trade union.

Accordingly, the request of the respondent is denied.

The Board takes this opportunity to point out that the duties and responsibilities of employees are peculiarly within the knowledge of the employer and that the employer is the party charged with the responsibility for providing the Board with an accurate list of all employees in the bargaining unit described in the application. Accordingly, the Board attaches no significance to the submissions of the respondent's solicitor that the evidence which he would place before the Board during reconsideration was such as would have necessitated the respondent's interrogation of his employees as to union activity and would thereby have violated the Board's policy in this respect. There is absolutely no connection between the interrogation of employees as to union activity and the determination by the employer as to whether an employee exercises managerial functions. It appears to the Board that the respondent's solicitor fails to recognize the distinction between these two matters."

CERTIFICATION INDEXED ENDORSEMENTS

2078-61-R: National Union of Public Service Employees (Applicant) v. Linhaven Home for the Aged, (St. Catharines Ont.) (Respondent) v. Local 866 International Union of Operating Engineers (Intervener). (GRANTED MAY, 1962).

The Board endorsed the Record as follows:

"For purposes of clarity, the Board declares that the stationary engineers are excluded from the bargaining unit by reason of the fact that they are already represented by another trade union for purposes of collective bargaining.

Employees of the respondent made a number of allegations of unfair labour practices against the applicant. After considering the evidence adduced in support of these allegations, it is clear that they involve only two matters. The first of these is that there was some kind of fund or "kitty" available to assist prospective union members to pay their initiation fee of \$2.00. One witness who testified that she had been told there was \$30.00 in the kitty" did not join the union. In her words, she "did not take advantage of it" if it did in fact exist. Another witness who had charged that an organizer paid her fee and that she had heard "they had some money" admitted that she owed the money, that she arranged for another to pay it on her behalf and that she in turn repaid the second person. We are satisfied that no money was paid out of any fund or "kitty" to assist her and further, that no receipt was issued to her until \$2.00 was paid to the union on her instructions, which mount she intended to and did in fact repay. Even if there was something doubtful about this transaction (and we repeat the evidence does not warrant any such finding) this latter person was not claimed by the union as a member.

This constitutes the evidence before the Board with respect to the first allegation. In all the circumstances, we are unable to conclude there is any evidence before the Board which suggests in any way the money paid by the employees who signed application cards in the applicant union for their initiation fee was not paid by the members ontheir own behalf.

The second allegation is that an employee of the respondent attempted to intimidate or coerce two employees into joining the union. The evidence adduced in support of the allegation consists of certain statements said to have been made by an employee, Mrs. McLelland, to two other employees, Mrs. Cain and Mrs. Messer, during a coffee break.

The evidence on this point is conflicting. Mrs. McLelland denies making any remarks of an intimidatory or coercive nature. The two employees to whom the statements are alleged to have been made cannot agree on what was said. Mrs. Cain asserted very emphatically that she was quoting the exact words spoken to her by Mrs. McLelland, yet she gave three different versions of the "exact words" spoken. Mrs. Messer admitted that she could not remember the exact words, but could only give her recollection as to the meaning of what was said. Her recollection differed in a number of material respects from that of Mrs. Cain. Thus, for example, while Mrs. Cain testified that the conversation included words to the effect that the union did not need votes because the union had all the day and night staff signed up (she gave three different versions of this statement alleged to have been made by Mrs. McLelland), Mrs. Messer had no recollection of these words having been spoken. Again, while Mrs. Cain testified that Mrs. McLelland said you have until 4 o'clock tomorrow afternoon to sign a card, Mrs. Messer was equally clear that Mrs. McLelland was very insistent that it be done by 4 o'clock that very afternoon. On the other hand, we see no reason to doubt Mrs. McLelland's testimony that she agreed that Mrs. Messer ought to talk the matter over with her husband and let Mrs. McLelland know later. This could not have been done between the afternoon coffee break and 4 o'clock.

In our view, the evidence goes no further than to establish that Mrs. Cain and Mrs. Messer gained the impression from something that Mrs. McLelland said that if she did not join the union they would find themselves out of a job later on when the union came in. Having regard to all the evidence and to the demeanour of the witnesses, we are not prepared to find that Mrs. McLelland in fact made a threat of economic reprisal in order to persuade the two employees to join the union.

However, even if the evidence warranted such a finding, the matter would have to be looked at further in order to determine its effect on the evidence of membership submitted by the applicant. Thus, it is clear that if a threat was made, it had no effect on the two witnesses because neither joined the union. Again, it is clear that Mrs. McLelland was not a person in authority in the "home" but only a nurse's aide and she had no authority of any kind over Mrs. Cain and Mrs. Messer. Moreover, there is no evidence to suggest that Mrs. McLelland was an

official or representative of the union. While she stated that she approached several of the employees to see if they would sign up, she does not appear as a witness on any application card or as a collector on any receipt. Finally, there is no evidence before the Board that would indicate any kind of pattern of conduct. There is no evidence that Mrs. McLelland or anyone else resorted to economic threats with respect to the signing up of any of the other employees. In this regard, we are not prepared to attach weight to Mrs. Birmingham's testimony with respect to alleged complaints to her on this point. Her evidence is strictly of a hearsay nature and in the most general terms. No attempt was made to identify the persons alleged to have made the complaints. No reason was advanced why the persons themselves could not have been called. (See on this the Dupont of Canada Limited Case, O.L.R.B. Monthly Report, January 1961, p. 360).

A review of the Board's decisions on matters of this kind leads to the conclusion that the Board distinguishes between the actions of union officials and representatives and those of rank and file employees. While in the former case a single threat of economic reprisal may be sufficient to cast doubt on all the evidence of membership submitted by the applicant to the extent of warranting outright dismissal of the application, in the case of a rank and file member, the weight to be given the remaining evidence of membership will depend on all the circumstances of the case. Factors which the Board will take into account include the nature of the irregularity and the extent to which the objectionable practices were resorted to in the organizational campaign.

Assuming that Mrs. McLelland's words constituted a threat of economic reprisal, in all the circumstances of this case the Board would not have been prepared to find that her conduct cast doubt on the evidence of membership submitted by the applicant. Reference is made to Milnet Mines Limited Case, C.C.H. Canadian Labour Law Reporter, Transfer Binder '49-'54, 17,063, C.L.S. 76-407, Canadian Fabricated Products Limited Case, ibid, 17,090, C.L.S. 76-470, the Webster Air Equipment Case, C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59, 16,110, C.L.S. 76-598, the Royal Hotel Case, O.L.R.B. Monthly Report, September 1961, p. 182 and Dupont of Canada Limited Case, O.L.R.B. Monthly Reports, January 1961, p. 360 and February 1962, p. 404.

The Board is satisfied on the basis of all the evidence before it that more than fifty-five per cent of the employees of the respondent in the bargaining unit, at the time the application was made, were members of the applicant at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure."

3029-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. M. Loeb Limited (Respondent) v. M. Loeb Limited Employees Benefit Organization (Intervener). (GRANTED TO APPLICANT, MAY 1962.)

- and -

3030-61-R: M. Loeb Limited Employees Benefit Organization (Applicant) v. M. Loeb Limited (Respondent) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Intervener).

The above matters are consolidated.

The Board endorsed the Record as follows:

"Where evidence of membership in a trade union submitted in support of an application for certification consists of application cards, signed, and payment of initiation fees, prior to the time that the applicant came into existence as an organization, the Board does not regard such evidence as valid evidence of membership in the absence of other evidence that the alleged members did some other act consistent with membership after the applicant was formed, or in the absence of some motion by the applicant rectifying the membership of persons who applied for membership prior to the applicant being formed. See Stedman Brothers Limited, O.L.R.B. Monthly Reports, February 1962, p. 386. Compare Filey-Hall Paper Box Company, (1952), C.C.H., Canadian Labour Law Reporter, Transfer Binder '49-'54 17,037, C.L.S. 76-349 especially at p. 76-350; Port Colborne General Hospital Case #1, (1955) C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59 16,025, C.L.S. 76-483; Port Colborne General Hospital Case #2, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59 16,033; Bromo Seltzer Limited, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59 16,039, C.L.S. 76-509; J.A. LaPalme & Sons Limited, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder 16,034, C.L.S. 76-506;

Algoma Uranium Mines Limited, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder '54-'59 16,037, C.L.S. 76-508; Basin Foundries Limited, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59 16,035, C.L.S. 76-507; Canada Packers Limited, (1956) C.C.H. Canadian Labour Law Reporter, Transfer Binder '55-'59 16,036, C.L.S. 76-505; Canadian Home Products Limited, (1960) C.C.H. Canadian Labour Law Reporter, 16,173 C.L.S. 76-688.

Where, as in the present case, another organization having exactly the same name as the applicant, M. Loeb Limited Employees' Benefit Organization, (hereinafter referred to as the Organization) is in existence at the time the cards were signed and the money paid, a heavy onus is imposed on the Organization to satisfy the Board that any subsequent act by the alleged members or by the Organization is in fact consistent with membership in the new organization. One has only to read the minutes of the meeting of October 16, 1961 to appreciate the confusion which existed in the minds of those attending the meeting with respect to what in fact was being done.

After carefully considering the evidence of membership submitted by the Organization and such other evidence as was adduced at the hearing which might reasonably be construed as indicating, after the Organization came into existence, an adoption or ratification by employees of their acts prior to the formation of the applicant, we are not satisfied that not less than forty-five per cent of the employees in the bargaining unit either signed application cards and paid initiation fees after the Organization was formed or, in the case of those who signed cards and paid their fees prior to the formation of the Organization, that such persons did some act following the formation of the Organization which could reasonably be regarded as consistent with membership in the Organization.

In addition to the above difficulties respecting the evidence of membership submitted by the Organization, the Board was informed at the hearing by counsel for the Organization that it had just recently been discovered that money had not been paid by five persons for whom application cards and receipts indicating a payment of \$1.00 by these persons towards membership fee had been filed with the Board by the Organization. The Organization had, prior to the hearing, filed a Form 9, Declaration Concerning Membership Documents, which in paragraph 3 did not indicate any such irregularity. In some instances, the full disclosure such as was

made to the Board in this case would no doubt satisfy the Board that fraud was not intended and the only result would probably be a discounting of the cards. In the present case, while we are satisfied that no fraud on the Board was intended, there are other factors which must be considered in deciding what weight should attach to the evidence of membership submitted by the Organization. These are:

- (1) Three of the five cards and receipts submitted bear dates in October, 1961 and the other two in January, 1962. The application was not made until February 16, 1962. The evidence indicates that the employees did not have any money on their persons when they signed the cards. They promised to pay on the next payday. While they were not issued receipts at the time they signed, the receipts were nevertheless completed at that time and the duplicate subsequently filed with the Board in support of the application. No explanation was offered as to why such a long period of time elapsed between the signing of the cards and the discovery of the fact that money was not paid.
- (2) There is evidence before the Board that other employees were signed up in the same fashion, that is, that application fees were to be paid in the future and receipts were prepared, although not handed out prior to any money payment.
- (3) A witness who was responsible for signing up most of the employees testified "as far as I can remember all others paid". Although questioned on this, he would not say as a positive fact that all others did in fact pay.
- (4) None of the receipts filed by the applicant was countersigned by the payer. The Board has long required that receipts submitted by trade unions be countersigned. The position of the Board is well set out in an early case, City of Windsor, (1953) C.C.H. Canadian Labour Law Reporter, Transfer Binder, '49-'54, 17,050, C.L.S. 76-385. In that case the Board said:

"Although not mandatory, the Board has, for some months now, requested that all receipts for initiation fees or monthly dues be both signed by the payer and countersigned by the payee, on the assumption that this extra precaution provides more adequate protection for the Board and for the applicant relying on documentary evidence.

It is obvious that the Board must rely heavily on documentary evidence and any facts which, in the Board's mind, establish doubt about the propriety of procedures adopted by an applicant in obtaining documentary evidence must logically weigh heavily against the applicant."

While failure to have receipts countersigned may not in itself be sufficient to warrant dismissal of an application or even the ordering of a vote, where there is evidence of irregularities and the receipts are not countersigned, this must weigh heavily against an organization seeking certification.

Having regard to the above facts and conclusions, we are not satisfied that not less than forty-five per cent of the employees in the bargaining unit are members of the Organization and the application of the Organization must therefore be dismissed.

It should be pointed out that at the hearing in this matter the status of one of the employees active in the affairs of the Organization was challenged on the ground that he exercised managerial functions. The person in question denied that he had such status and testified that his duties and responsibilities were the same now as in the previous two years. We were referred to an earlier case (within the last two years) in which, it was said, the person in question had been excluded from the bargaining unit on the ground that he was a foreman. A check of the file in that case appears to indicate that such person was so excluded. Had our decision been otherwise than to dismiss in the present case, it would have been necessary for the Board to conduct further inquiries into the status of the person in question. It is for that reason that the Board in this case makes no finding with respect to the status of the Organization as a trade union.

The Board is satisfied on the basis of all the evidence before it that more than fifty-five per cent of the employees of the respondent in the bargaining unit, at the time the application was made, were members of the Teamsters, Chauffeurs, Warehousemen and Helpers, Local 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America at the material times fixed in accordance with The Labour Relations Act and the Board's Rules of Procedure.

A certificate will issue to the Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 91, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America."

Board Member R.W. Teagle dissented and said:

"I dissent. In all the circumstances of this case I would have directed a representation vote in which both the Organization and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 91 would have been on the ballot."

PART 2

STATISTICAL TABLES

1.	Applications and Complaints to the Ontario Labour Relations Board	S6
2.	Hearings of the Labour Relations Board	S6
3.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S7
4.	Applications and Complaints Disposed of by Board by Major Types	S8
5.	Representation Votes in Certification Applications Disposed of by Board	S10
6.	Representation Votes in Termination Applications Disposed of by Board	S10

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	May '62	Number of Applications Filed 1st 2 months of fiscal year	
		62-63	61-62
I Certification	78	152	137
II Declaration Terminating Bargaining Rights	4	9	15
III Declaration of Successor Status	-	1	-
IV Conciliation Services	128	298	271
V Declaration that Strike Unlawful	1	2	8
VI Declaration that Lockout Unlawful	-	3	-
VII Consent to Prosecute	11	24	13
VIII Complaint of Unfair Practice in Employment (Section 65)	14	23	23
IX Miscellaneous	-	2	4
TOTAL	<u>236</u>	<u>514</u>	<u>471</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	May '62	Number 1st 2 months of fiscal year	
		62-63	61-62
Hearings and continuation of Hearings by the Board	144	244	177

TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

Type of Application	May '62	1st 2 months 62-63	fiscal year 61-62
I Certification	77	158	122
II Declaration Terminating Bargaining Rights	12	14	10
III Declaration of Successor Status	-	-	-
IV Conciliation Services	177	265	261
V Declaration that Strike Unlawful	1	2	7
VI Declaration that Lockout Unlawful	3	3	-
VII Consent to Prosecute	19	20	14
VIII Complaint of Unfair Practice in Employment (Section 65)	8	19	21
IX Miscellaneous	<u>1</u>	<u>1</u>	<u>4</u>
TOTAL	<u>298</u>	<u>482</u>	<u>439</u>

TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS
BOARD BY TYPES AND BY DISPOSITION

*Employees

I Disposition	May 1st '62	2 mos 62-63	fiscal yr. 61-62	May 1st '62	2 mos 62-63	fiscal yr. 61-62
<u>Certification</u>						
Certified	47	104	73	1520	3027	1309
Dismissed	23	34	34	2088	2262	1638
Withdrawn	7	20	15	106	283	616
TOTAL	<u>77</u>	<u>158</u>	<u>122</u>	<u>3714</u>	<u>5572</u>	<u>3563</u>
<u>Termination of Bargaining Rights</u>						
Terminated	11	13	1	134	335	17
Dismissed	1	1	8	3	3	101
Withdrawn	—	—	1	—	—	—
TOTAL	<u>12</u>	<u>14</u>	<u>10</u>	<u>137</u>	<u>338</u>	<u>118</u>

*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

- S9 - APPLICATIONS DISPOSED OF BY
BOARD (continued)

	Number of appl'ns dis. of		
	May 1st	2 mos.	fiscal yr.
	'62	62-63	61-62

III Conciliation Services*

Referred	160	242	247
Dismissed	2	2	6
Withdrawn	<u>15</u>	<u>21</u>	<u>8</u>
TOTAL	<u>177</u>	<u>265</u>	<u>261</u>

**IV Declaration that
Strike Unlawful**

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>1</u>	<u>2</u>	<u>6</u>
TOTAL	<u>1</u>	<u>2</u>	<u>7</u>

**V Declaration that
Lockout Unlawful**

Granted	-	-	-
Dismissed	3	3	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	<u>3</u>	<u>3</u>	<u>-</u>

**IV Consent to
Prosecute**

Granted	9	9	4
Dismissed	-	-	-
Withdrawn	<u>10</u>	<u>11</u>	<u>10</u>
TOTAL	<u>19</u>	<u>20</u>	<u>14</u>

*Includes applications for conciliation services re unions claiming successor status.

TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED
OF BY THE BOARD

	Number of Votes		
	May '62	1st 2 months of fiscal yr. 62-63	61-62
* Certification After Vote			
pre-hearing vote	1	6	6
post-hearing vote	2	4	5
Dismissed After Vote			
pre-hearing vote	4	4	2
post-hearing vote	8	12	14
TOTAL	<u>15</u>	<u>26</u>	<u>27</u>

* Includes applicant - intervener applications in which both applicant and intervener apply for a new nut and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF
BY THE BOARD

	Number of Votes		
	May '62	1st 2 months of fiscal yr. 62-63	61-62
* Respondent Union Successful			
Respondent Union Unsuccessful	<u>3</u>	<u>1</u>	<u>1</u>
TOTAL	<u>3</u>	<u>1</u>	<u>1</u>

* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.

MONTHLY REPORT



ONTARIO

JUNE 1962

ONTARIO LABOUR RELATIONS BOARD

CASE LISTINGS

	Page
1. Certification	
(a) Bargaining Agents Certified	74
(b) Applications Dismissed	87
(c) Applications Withdrawn	92
2. Applications for declaration Terminating Bargaining Rights	93
3. Applications Under Section 79 of the Act	97
4. Applications for Declaration that Strike Unlawful	98
5. Applications for Consent to Prosecute	100
6. Complaints Under Section 65 of the Ace	101
7. Trusteeship Report	102
8. Special Endorsements in Conciliation Applications	103

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING JUNE 1962

Bargaining Agents Certified During June
No Vote Conducted

2726-61-R: London and District Building Service Workers Union, Local 220, (Applicant) v. Dutch Laundry and Dry Cleaners Limited; (Respondent) v. Wholesale and Retail Laundry and Dry Cleaners of London (Intervener)

Unit: "all employees of the respondent at London, save and except foremen, foreladies, persons above the rank of foreman or forelady, chief engineer, driver salesmen and office and sales staff." (70 employees in the unit).

2810-61-R: Retail Clerks Union Local 409, (Applicant) v. Shop Easy Stores Limited (Respondent)

- and -

3176-61-R: Retail Clerks Union Local 409, (Applicant) v. Shop Easy Stores Limited (Respondent)

The above matters are consolidated.

Unit: "all employees of the respondent in its stores at Port Arthur and Fort William, save and except store managers, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (47 employees in the unit).

The Board endorsed the Record as follows:

"After considering the report of the Examiner and the representations of the parties, the Board further finds that assistant managers, meat department managers and produce department managers are employees of the respondent included in the bargaining unit."

3109-61-R: United Brotherhood of Carpenters & Joiners of America (Applicant) v. National Carpet Service (Respondent)

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman and office and sales staff." (6 employees in the unit).

3190-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Puddicombe Motors 1956 Limited (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (29 employees in the unit).

(UNIT AGREED TO BY THE PARTIES)

3232-61-R: United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 599 (Applicant) v. Lloyd T. Bristow Limited (Respondent)

Unit: "all journeymen plumbers, steam fitters, pipe fitters, pipe welders and their apprentices employed by the respondent at its Ontario Hospital project near Orillia, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit).

3284-61-R: National Union of Public Service Employees (Applicant) v. The Board of Park Management of the Town of Oakville (Respondent).

Unit: "all employees of the respondent at Oakville, save and except foremen, persons above the rank of foreman and office staff." (9 employees in the unit).

3417-62-R: International Union of Doll & Toy Workers of the U.S.A. & Canada (Applicant) v. Allied Toys & Enterprises Ltd. (Respondent)

Unit: "all employees of the respondent at Toronto, save and except foremen, foreladies, persons above the rank of foreman or forelady and office and sales staff." (59 employees in the unit).

3428-62-R: United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local 800 (Applicant) v. J. E. Rumball Ltd. (Respondent)

Unit: "all pipe fitters, pipe welders and their apprentices and helpers in the employ of the respondent at Sudbury and within a radius of thirty-five miles from the City of Sudbury Federal Building, save and except non-working foreman and persons above the rank of non-working foreman." (7 employees in the unit).

3525-62-R: United Steelworkers of America (Applicant)
v. General Controls Co. (Canadian) Ltd. (Respondent)

Unit: "all employees of the respondent at Guelph, save and except foremen, persons above the rank of foreman and office staff." (42 employees in the unit).

3598-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 2480 (Applicant) v. W J Broome Lathing & Plastering Company (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent within a radius of 20 miles of the city of Barrie, including all the lands under the jurisdiction of the Department of National Defence Camp Borden, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit).

3649-62-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 91, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Dodge Construction Co. (Respondent)

Unit: "all construction labourers of the respondent employed at and working out of Smiths Falls, save and except non-working foremen and persons above the rank of non-working foreman." (9 employees in the unit).

3658-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Peter Leitch Construction Limited (Respondent)

Unit: "all carpenters and joiners and their apprentices of the respondent employed in that part of North-Western Ontario west of a line running through Pagwa and White River, save and except non-working foremen and persons above the rank of non-working foreman." (14 employees in the unit).

3659-62-R: United Steelworkers of America (Applicant)
v. Delta Steel Fabricating Company Limited (Respondent)

Unit: "all employees of the respondent in the Township of Broder, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (15 employees in the unit).

3675-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 837 (Applicant) v. Abe Dick Masonry Limited (Respondent)

Unit: "all construction labourers in the employ of the respondent working in the Counties of Lincoln, Welland and Haldimand, save and except non-working foremen and persons above the rank of non-working foreman." (29 employees in the unit).

3676-62-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Islington, Chrysler Plymouth Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (12 employees in the unit).

The Board endorsed the Record as follows:

"The Board notes that agreement of the parties that parts salesmen and clerks dealing primarily with the public are excluded from the bargaining unit under the excluded classification of sales staff."

3682-62-R: Retail, Wholesale and Department Store Union, (Applicant) v. Canada Dry Bottling Company (Kirkland Lake) Limited (Respondent)

Unit: "all employees of the respondent employed at or working out of Kirkland Lake, save and except foremen, supervisors, persons above the rank of foreman or supervisor, office staff, salesmen other than driver salesmen, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (9 employees in the unit).

3699-62-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 938, General Truck Drivers (Applicant) v. John Grant Haulage Ltd. (Respondent)

Unit: "all employees of the respondent at Clarkson, save and except foremen, persons above the rank of foreman and office staff." (19 employees in the unit).

3700-62-R: International Woodworkers of America
(Applicant) v. The Oliver Lumber Co. of Toronto Ltd.
(Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hours per week." (14 employees in the unit).

3701-62-R: Warehousemen and Miscellaneous Drivers Local Union No. 419, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; (Applicant) v. Cooper & Beatty, Limited; (Respondent) v. Toronto Typographical Union, No. 91, I.T.U. (Intervener)

Unit: "all truck drivers and truck drivers' helpers in Metropolitan Toronto, save and except assistant supervisors and persons above the rank of assistant supervisor." (9 employees in the unit).

(HAVING REGARD TO THE AGREEMENT OF THE PARTIES AND COLLECTIVE BARGAINING PRACTICES IN THE PRINTING INDUSTRY)

3702-62-R: United Steelworkers of America (Applicant) v. American- Standard Products (Canada) Limited (Respondent)

Unit: "all maintenance and production employees of the respondent at its Junction Plant in Metropolitan Toronto, save and except assistant foremen, persons above the rank of assistant foreman, clerical staff, watchmen, guards, students hired for the school vacation period, persons regularly employed for not more than 24 hours per week, laboratory technicians and employees of the product development and research section." (139 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3705-62-R: Printing Specialties & Paper Products Union Local 466 (Applicant) v. Hind and Lowens Limitea (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (4 employees in the unit).

3721-62-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America (Applicant) v. Buehler Brothers Limited (Respondent)

Unit: "all employees of the respondent in its stores at Brantford, save and except manager, persons above the rank of manager, office staff and persons regularly employed for not more than 24 hours per week." (3 employees in the unit).

3727-62-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.); (Applicant) v. Windsor News Company Ltd.; (Respondent) v. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 (Intervener)

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (16 employees in the unit).

3735-62-R: International Hod Carriers' Building and Common Labourers' Union of America, Local Union # 837 (Applicant) v. A. Romanin (Respondent)

Unit: "all construction labourers in the employ of the respondent working in the Counties of Lincoln, Welland and Haldimand, save and except non-working foremen, persons above the rank of non-working foreman and persons covered by a subsisting collective agreement between the applicant and the respondent." (4 employees in the unit).

3741-62-R: Retail Clerks Union Local 409, Chartered by Retail Clerks International Association (Applicant) v. Shop-Easy Stores Limited (Respondent)

Unit: "all employees of the respondent in its stores in the cities of Fort William and Port Arthur regularly employed for not more than 24 hours per week and students hired for the school vacation period." (22 employees in the unit).

3744-62-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Autolav (Kingston) Ltd. (Respondent)

Unit: "all employees of the respondent at Kingston, save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (11 employees in the unit).

3773-62-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 1250, (Applicant) v. C.M. Sheahan and Sons Construction Limited (Respondent)

Unit: "all construction labourers of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit).

3785-62-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Waterfront Cartage Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (18 employees in the unit).

3786-62-R: Local Union No. 1647, International Brotherhood of Electrical Workers (Applicant) v. The Penetanguishene Water and Light Commission (Respondent)

Unit: "all employees of the respondent in Penetanguishene save and except supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week." (8 employees in the unit).

3787-62-R: Operative Plasterers' and Cement Masons' International Association of the United States and Canada Local Union No.124 (Applicant) v. Francon Limited (Respondent)

Unit: "all cement masons and cement masons' apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

3790-62-R: Amalgamated Lithographers of America; (Applicant) v. Alger Press Ltd.; (Respondent) v. Oshawa Typographical Union, Local 969 (Intervener)

Unit: "all lithographers and their apprentices and helpers in the employ of the respondent at Oshawa, save and except non-working foremen and persons above the rank of non-working foreman." (42 employees in the unit).

3792-62-R: Retail Clerks International Association (Applicant) v. Shoppers City Limited (Respondent)

Unit: "all employees in the bakery department of the respondent for the foodmart in Ottawa and Nepean Township, save and except assistant bakery manager, persons above the rank of assistant bakery manager and persons regularly employed for not more than 24 hours per week." (28 employees in the unit).

3812-62-R: Retail Clerks International Association
(Applicant) v. Dupont I.G.A. Food Liner (Respondent)

Unit: "all employees of the respondent at its stores in Toronto, save and except store manager, persons above the rank of store manager, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (7 employees in the unit).

3819-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 837 (Applicant)
v. C.A. Maul General Contractors Limited (Respondent)

Unit: "all construction labourers of the respondent employed in the counties of Lincoln, Welland and Haldimand, save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit).

3820-62-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Lakeview Pure Milk Dairy Limited (Respondent)

Unit: "all route salesmen and tank truck drivers in the employ of the respondent at Barrie, save and except supervisors, persons above the rank of supervisor and persons regularly employed for not more than 24 hours per week." (19 employees in the unit).

3822-62-R: United Steelworkers of America (Applicant)
v. McIntyre Porcupine Mines Limited Castle Division
(Respondent)

Unit: "all employees of the respondent in Nickol Township save and except shift bosses, foremen, assistant chief chemists, persons above the rank of shift boss, foreman or assistant chief chemist, laboratory staff, persons employed in the engineering and geological departments, office staff, security guards, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (66 employees in the unit).

3846-62-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419 Warehousemen and Miscellaneous Drivers (Applicant) v. Independent Towel Supply Co. Ltd. (Respondent)

Unit: "all delivery and pick-up drivers of the respondent at Metropolitan Toronto, save and except salesmen, complaint investigators, foremen, persons above the rank of foreman, office staff and employees covered by a subsisting collective agreement." (6 employees in the unit).

3847-62-R: Toronto Typographical Union, No. 91, I.T.U. (Applicant) v. A. Kimball Limited (Respondent)

Unit: "all employees in the composing department of the respondent at Toronto, save and except foremen, persons above the rank of foreman and office staff." (4 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

3873-62-R: Upholsterers International Union of N.A., Local 30 (Applicant) v. Master-Bilt Chesterfield Co. Ltd. (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (15 employees in the unit).

3878-62-R: General Truck Drivers Local 879 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Hamilton Trucking Co. Ltd. (Respondent)

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman, office and sales staff." (25 employees in the unit).

3856-62-R: The National Union of Public Employees (Applicant) v. The Welland Board of Education (Respondent)

Unit: "all office employees of the respondent, save and except secretary-treasurer and property administrator and persons above the rank of secretary-treasurer and property administrator." (12 employees in the unit).

3880-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 837 (Applicant) v. Dickie Construction Company Limited (Respondent)

Unit: "all construction labourers of the respondent employed in the counties of Lincoln, Welland and Haldimand save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit).

3883-62-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 837 (Applicant) v. Brooke Construction Company Limited (Respondent)

Unit: "all construction labourers in the employ of the respondent working in the Counties of Lincoln, Welland and Haldimand, save and except non-working foremen and persons above the rank of non-working foreman." (20 employees in the unit).

3893-62-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419 Warehousemen and Miscellaneous Drivers (Applicant) v. Eastlake Equipment Company Limited (Respondent)

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and office staff." (14 employees in the unit).

3953-62-R: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America (Applicant) v. Stroud's Fruit Limited (Respondent).

Unit: "all meat department employees of the respondent at Oshawa, save and except assistant store manager and persons above the rank of assistant store manager." (6 employees in the unit).

3955-62-R: Retail, Wholesale and Department Store Union (Applicant) v. Dominion Stores Limited (Respondent)

Unit: "all employees of the respondent in its stores at Arnprior, save and except store manager, persons above the rank of store manager, office staff, persons regularly employed for not more than twenty-four hours per week and students hired for the school vacation period." (7 employees in the unit).

3796-62-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Ontario Metal Specialties Company Limited (Respondent)

Unit: "all employees of the respondent at Oakville, save and except foremen, persons above the rank of foreman and office staff." (9 employees in the unit).

Certified Subsequent to Pre-Hearing Vote

2950-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (Applicant) v. Niagara Dry Beverages Limited; (Respondent) v. Niagara Dry Employees Association (Intervener). (INTERVENER CERTIFIED, APPLICANT DISMISSED).

Unit: "all employees of the respondent at Hamilton, save and except foremen, route managers, persons above the rank of foreman or route manager, cooler vendor salesmen and office staff." (29 employees in the unit).

Number of names on revised eligibility list	25
Number of ballots cast	25
Number of ballots marked in favour of applicant	11
Number of ballots marked in favour of intervener	14

3152-61-R: Lumber & Sawmill Workers Union, Local 2693, of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Jim Mathieu Lumber Limited (Respondent)

Unit: "all employees of the company in its woods, yard and sawmill operations in the Rae Lake area described in permit # D641, and in the Seine River area described in permit # D1484, and in the Quetico Park area described in permits # D1509 and D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, retail store employees, scalers and tallymen, persons regularly employed for not more than twenty-four hours per week and students hired for the school vacation period." (100 employees in the unit).

Number of names on revised eligibility list	93
Number of ballots cast	93
Number of ballots segregated (not counted)	2
Number of ballots marked in favour of applicant	76
Number of ballots marked as opposed to applicant	15

3509-62-R: United Cement, Lime and Gypsum Workers International Union (Applicant) v. Associated Quarries and Construction Company (Respondent)

Unit: "all employees of the respondent at its quarry operation known as Dufferin Quarry, Esquising Township, save and except foremen, persons above the rank of foreman and office staff." (11 employees in the unit).

Number of names on revised eligibility list	12
Number of ballots cast	12
Number of ballots marked in in favour of applicant	12
Number of ballots marked as opposed to applicant	0

3650-62-R: The Canadian Union of Operating Engineers; (Applicant) v. Public General Hospital Society of Chatham; (Respondent) v. Local 944, International Union of Operating Engineers (Intervener)

Unit: "all stationary engineers employed by the respondent at Chatham, save and except the chief engineer." (5 employees in the unit).

Number of names on eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of applicant	4
Number of ballots marked in favour of intervener	1

3694-62-R: United Steelworkers of America; (Applicant) v. Greening Metal Products and Screening Equipment Company; (Respondent) v. Greenings Workers Union (Intervener)

Unit: "all employees of the respondent at Orangeville, save and except foremen, persons above the rank of foreman, and office staff." (45 employees in the unit).

Number of names on eligibility list	45
Number of ballots cast	45
Number of ballots marked in favour of applicant	32
Number of ballots marked in favour of intervener	13

Certified Subsequent to Post-Hearing Vote

2959-61-R: Retail, Wholesale and Department Store Union, (Applicant) v. Sentry Department Stores Limited (Respondent)

Unit: "all employees of the respondent in the Township of Sandwich West, save and except department managers, persons above the rank of department manager, office staff and casual help." (83 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

Number of names on revised eligibility list	60
Number of ballots cast	60
Number of ballots segregated (not counted)	3
Number of ballots marked in favour of applicant	34
Number of ballots marked as opposed to applicant	23

3079-61-R: Shopmen's Local Union #734 of the International Association of Bridge, Structural & Ornamental Iron Workers (Applicant) v. Zoll Steel Works Limited (Respondent).

Unit: "all employees of the respondent at Kitchener, save and except foremen, persons above the rank of foreman, office staff, and persons engaged in field erection or installation work." (25 employees in the unit).

Number of names on revised eligibility list	19
Number of ballots cast	19
Number of ballots segregated (not counted)	5
Number of ballots marked in favour of applicant	10
Number of ballots marked as opposed to applicant	4

3331-61-R: International Hod Carriers', Building and Common Labourers' Union, Local #247 (Applicant) v. Principal Investments, Limited (Respondent)

Unit: "all construction labourers in the employ of the respondent at Belleville, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit).

Number of names on eligibility list	7
Number of ballots cast	7
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	0

Applications for Certification Dismissed No Vote Conducted

3355-61-R: Amalgamated Lithographers' of America, Local 42; (Applicant) v. The Robert Duncan Printing Company Limited; (Respondent) v. Hamilton Typographical Union No. 129; (Intervener) v. Hamilton Printing Pressmen and Assistants' Union, Local 176 (Intervener). (3 employees)

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application."

3651-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 2480 (Applicant) v. Admiral Store Fixture Company Limited. (within a 20 mile radius of the City of Barrie, including all the lands under the jurisdiction of the Department of National Defence, Camp Borden) (Respondent). (7 employees).

3793-62-R: The Canadian Union of Operating Engineers; (Applicant) v. B.F. Goodrich Canada Ltd.; (Respondent) v. United Rubber, Cork, Linoleum & Plastic Workers of America, Local 73 (Intervener). (4 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board following its usual practice in such cases, dismisses the application."

3827-62-R: Local Union No. 1766, International Brotherhood of Electrical Workers (Applicant) v. Town of Acton (Respondent). (9 employees).

The Board endorsed the Record as follows:

"The Board finds that the respondent is a municipality as defined in the provisions of The Municipal Affairs Act and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them.

In view of the action of the respondent in making such a decision, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

3882-62-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. Arrow Construction Co. (City of Sudbury and within a 35 mile radius of City of Sudbury Federal Building) (Respondent). (4 employees).

The Board endorsed the Record as follows:

"The applicant having failed to appear at the hearing of this application, this application is dismissed."

3891-62-R: McBride Motors Shop Employees Union (Applicant) v. McBride Motors Limited (Toronto) (Respondent). (32 employees).

Certification Dismissed Subsequent to Pre-Hearing Vote

3361-61-R: Bakery & Confectionery Workers' International Union of America, Local 441; (Applicant) v. Dare Foods (Biscuit Division) Limited; (Respondent) v. Dare's Employees' Association (Intervener)

Voting Constituency: "all employees of the respondent at Kitchener save and except foremen, foreladies, persons above the rank of foreman or forelady, plant nurse, office staff and salesmen." (296 employees in the unit).

Number of names on revised voters' list	250
Number of ballots cast	246
Number of spoiled ballots	1
Number of segregated ballots (not counted)	11
Number of ballots marked in favour of applicant	79
Number of ballots marked in favour of intervener	155

3368-62-R: International Union of Operating Engineers Local 796 (Applicant) v. St. Andrews College (Respondent)

Voting Constituency: "all stationary engineers and persons regularly engaged as their helpers in the employ of the respondent at Aurora, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list	5
Number of ballots cast	
Number of ballots marked in favour of applicant	2
Number of ballots marked as opposed to applicant	2
Number of ballots segregated (not counted)	1

2647-62-R: Retail, Wholesale and Department Store Union (Applicant) v. Life Savers Limited (Respondent).

Voting Constituency: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman, office and sales staff and persons regularly employed for not more than 24 hours per week." (70 employees).

Number of names on revised eligibility list	68
Number of ballots cast	
Number of spoiled ballots	3
Number of ballots marked in favour of applicant	28
Number of ballots marked as opposed to applicant	37

Certification Dismissed Subsequent to Post-Hearing Vote

2647-61-R: Retail Clerks International Association, Local 206 (Applicant) v. Dominion Stores Limited (Respondent)

Unit: "all employees of the respondent at its retail stores in Kitchener, who are regularly employed for not more than 24 hours per week." (13 employees in the unit).

Number of names on revised eligibility list	4
Number of ballots cast	
Number of ballots marked in favour of applicant	2
Number of ballots marked as opposed to applicant	2

2762-61-R: The Canadian Union of Operating Engineers; (Applicant) v. The Salvation Army Grace Hospital; (Respondent) v. Local 944, International Union of Operating Engineers (Intervener)

Unit: "all shift engineers, firemen, apprentices and helpers in the employ of the respondent at Windsor." (7 employees in the unit).

Number of names on eligibility list		
Number of ballots cast		7
Number of ballots marked in favour of applicant		
Number of ballots marked in favour of intervener	3	
	4	

On March 7, 1962, the Board endorsed the Record in part as follows:

"The respondent and the intervener entered into a collective agreement dated August 1, 1960, and the agreement is declared to have been executed on August 1, 1960. The agreement contains no duration or termination clause. The wage clause recites that certain wage rates set out therein "shall be retroactive to and paid as of March 1, 1960". Since the agreement does not provide for its term of operation, it must be deemed, in the language of section 39 (1) of The Labour Relations Act "to provide for its operation for a term of one year from the date that it commenced to operate". It is immaterial for present purposes whether the date that the agreement commenced to operate is March 1, 1960, as the applicant maintains, or August 1, 1960, as the intervener maintains. It is clear that, on either construction of the relevant provisions of the agreement, the application in the instant case has been made after the commencement of the last two months of the operation of the agreement (see section 5 (2) of the Act); the application is therefore timely."

2787-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (Applicant) v. Parisien Beverages (1960) Limited (Respondent)

Unit: "all employees of the respondent at Cornwall, save and except foremen, persons above the rank of foreman, salesmen other than driver-salesmen and office staff."

On May 17, 1962, the Board endorsed the Record in part as follows:

"Having regard to the report of Mr. W.G. Jackson, Examiner in this matter, the Board finds that Marcel Leroux is an employee of the respondent included in the bargaining unit determined by the Board on February 9, 1962. Thus, the vote cast by Marcel Leroux (and segregated) would in the ordinary course of events be opened and counted. However, it is clear from the Returning Officer's Report of Vote that Leroux' vote may well determine the outcome of the representation vote. To count the vote of Leroux would obviously destroy the secrecy of the ballot. In similar circumstances in previous cases, the Board has taken the position that there must be another representation vote and the Board in this case is of the opinion that it should follow the same practice.

A new representation vote will be taken among the employees of the respondent."

A further representation vote was held on June 11, 1962.

Number of names on voters' list	21
Number of ballots cast	21
Number of ballots marked in favour of applicant	7
Number of ballots marked against applicant	14

2868-61-R: United Brotherhood of Carpenters and Joiners of America Local 1190 (Applicant) v. Di Lorenzo Construction Company (Respondent)

Unit: "all carpenters, carpenters' apprentices and carpenters' improvers in the employ of the respondent within a 25 mile radius of the City Hall of Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (18 employees in the unit).

Number of names on revised eligibility list	18
Number of ballots cast	18
Number of ballots marked in favour of applicant	8
Number of ballots marked as opposed to applicant	10

3399-62-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Inter City Baking Company Limited (Respondent)

Unit: "all employees of the respondent employed at the Weston Depot of Browns' Bread Limited Division, save and except supervisors, persons above the rank of supervisor, office staff and students hired for the school vacation period." (32 employees in the unit).

(UNIT AGREED TO BY THE PARTIES)

Number of names on revised eligibility list	22
Number of ballots cast	21
Number of ballots marked in favour of applicant	7
Number of ballots marked as opposed to applicant	14

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING JUNE 1962

2795-61-R: The Canadian Union of Operating Engineers, (Applicant) v. Hotel Dieu Hospital; (Respondent) v. Local 944, International Union of Operating Engineers (Intervener). (8 employees).

3805-62-R: International Molders and Allied Workers' Union (Applicant) v. Atom-Otive Products (Toronto) (Respondent). (72 employees).

3821-62-R: The Alexandria Shoe Employees' Benefit Association (Applicant) v. Brown Shoe Co. Ltd. (Factory B) (Respondent). (107 employees).

3834-62-R: International Union of Doll and Toy Workers of the U. S. A. and Canada (Applicant) v. Princess Toy Manufacturing (Toronto) (Respondent). (13 employees).

3928-62-R: United Brotherhood of Carpenters and Joiners of America, Local Union 2480 (Applicant) v. Milne and Nicholls Limited (within an area 20 miles radius from the City Hall of Barrie, including all the lands under the jurisdiction of the Department of National Defence within the said 20 mile radius). (Respondent). (3 employees)

3941-62-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW) (Applicant) v. British Overseas Airways Corporation (Toronto International Airport, Malton) (Respondent). (9 employees).

4019-62-R: Canadian Union of Operating Engineers, (Applicant) v. B.F. Goodrich Canada Limited (Kitchener) (Respondent). (9 employees).

APPLICATIONS FOR TERMINATION DISPOSED OF DURING JUNE 1962

2626-61-R: Tony Spaling et al; (Applicants) v. District 50, United Mine Workers of America Local Union 15085; (Respondent) v. McKee Bros. Limited (Intervener). (DISMISSED). (54 employees).

(Re: McKee Bros. Limited,
Elmira, Ontario)

Number of names on eligibility list	54
Number of ballots cast	54
Number of ballots marked in favour of respondent	37
Number of ballots marked as opposed to respondent	17

3146-61-R: Donald J. McLeod; (Applicant) v. Shopmen's Local Union No. 743, of the International Association of Bridge, Structural and Ornamental Iron Workers; (Respondent) v. Brayshaw's Steel Limited (Intervener). (DISMISSED). (14 employees).

(Re: Brayshaw's Steel Limited,
Port Arthur, Ontario).

3195-61-R: Office Employees in the bargaining unit of Direct Winters Transport Limited, presently certified with Local 938 of the International Brotherhood of Teamsters; (Applicant) v. Local 938 of the International Brotherhood of Teamsters; (Respondent) v. Direct Winters Transport Limited (Intervener). (66 employees).

(Re: Direct Winters Transport Limited,
Office and clerical employees,
Metropolitan Toronto)

Number of names on revised eligibility list	60
Number of ballots cast	59
Number of spoiled ballots	2
Number of ballots marked in favour of respondent	6
Number of ballots marked as opposed to respondent	51

3233-61-R: Ronald Lively and other employees of Scott Haulage Limited; (Applicant) v. General Truck Drivers' Union Local 938 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; (Respondent) v. Scott Haulage Limited (Intervener). (GRANTED). (17 employees).

(Re: Scott Haulage Limited,
Timmins Terminal)

3280-61-R: Charles LaFrance (Applicant) v. Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of N.A. (Respondent). (3 employees).

(Re: Goodbaums Food Markets Limited,
Metropolitan Toronto)

Number of names on eligibility list	3
Number of ballots cast	3
Number of ballots marked in favour of respondent	0
Number of ballots marked as opposed to respondent	3

3385-62-R: Kemball Bishop Canada Division of Pfizer Corporation Cornwall Plant, (Cornwall) (Applicant) v. International Chemical Workers Union, Local 216, K.B. Section (Respondent). (DISMISSED). (33 employees).

The Board endorsed the Record as follows:

"This is an application for a declaration terminating the bargaining rights of the respondent under section 45 of The Labour Relations Act.

Pursuant to the Board's direction the applicant filed particulars of a further claim for relief under the provisions of section 79 (1) (d) (g) of The Labour Relations Act.

The applicant and respondent are parties to a collective agreement dated April 1, 1961, the effective date and duration clause of which reads as follows:

"Article 20 Effective Date and Duration of
Agreement

"This agreement shall become effective April 1st, 1961, and shall remain in effect for one year, and thereafter shall be automatically renewed from year to year, unless in any one year between the sixtieth (60th) and thirtieth (30th) day preceding the date of expiration of this agreement, a written notice is given by either party to the agreement to the other party, informing the latter that it wishes to terminate or amend this Agreement or to negotiate a new one.

In such event, negotiations for a new agreement or amendments to the existing agreement shall take place between the parties within twenty (20) days after the receipt of such notice, and in such case, the present agreement shall remain in force until the new agreement is duly signed."

On March 29th, 1962, a letter over the signature of an international representative of the International Chemical Workers Union was mailed by registered mail to the applicant giving notice of desire to bargain for renewal of the collective agreement between the applicant and the respondent.

The Board finds that if the notice of desire to bargain was a proper and timely notice under the provisions of section 40 of The Labour Relations Act, the sixty day period contemplated by Section 45 (2) of the Act not having elapsed at the time the application was made, the application for a declaration terminating the bargaining rights of the respondent under section 45 of The Labour Relations Act is untimely.

The Board further finds that if the notice of desire to bargain was not a proper and timely notice under the provisions of section 40 of The Labour Relations Act, the collective agreement between the parties has automatically renewed itself for another year pursuant to the terms of Article 20 of the collective agreement and the application for a declaration under section 45 of The Labour Relations Act is untimely.

In either event, the Board finds that there is no timely application before the Board under section 45 of The Labour Relations Act.

Section 79 of The Labour Relations Act as it stood at the time this application was made reads in part as follows:

79 (1) The Board has exclusive jurisdiction to exercise the powers conferred upon it by or under this Act, and, without limiting the generality of the foregoing, if any question arises in proceedings,

(d) as to whether a collective agreement has been made or as to whether it is in operation or as to who the parties are or who are bound by it or on whose behalf it was made;

(g) as to whether a trade union represents the employees in a bargaining unit.

Before the Board can exercise its jurisdiction under section 79 of The Labour Relations Act, a question must arise "in proceedings" before the Board. There is considerable doubt whether the reference to "proceedings" in section 79 can be applied to an application which is untimely. Further, if the Board were to deal with the matters under section 79, it would be permitting the applicant to do indirectly what it cannot do directly. (See Geneire Ltd. C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955 to 1959 15,188 at p. 11,559)

The Board therefore finds that this untimely application under section 45 of the Act is not a "proceeding" within the meaning of section 79 of the Act which confers jurisdiction on the Board on the subject matters enumerated under section 79 of the Act.

This application is therefore dismissed."

3443-62-R: Alvin C. Gallinger (Applicant) v. District 50 United Mine Workers of America (Respondent). (GRANTED). (6 employees).

(Re: Lally Munro Fuels Ltd.
Cornwall)

Number of names on eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of respondent	0
Number of ballots marked as opposed to respondent	5

3653-62-R: Civil Service Association of Ontario (Inc.) - (Office Employees); (Applicant) v. Office Employees International Union, Local 343; (Respondent) v. Civil Service Association of Ontario (Inc.) (Intervener). (GRANTED). (13 employees).

(Re: Civil Service Association of Ontario,
Toronto, Ontario)

Number of names on revised eligibility list	17
Number of ballots cast	15
Number of segregated ballots (not counted)	1
Number of ballots marked in favour of respondent	5
Number of ballots marked as opposed to respondent	9

3985-62-R: Ronald Hetu (Applicant) v. General Truck Drivers' Union Local Nos. 938, and 419, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent). (52 employees). (WITHDRAWN).

(Re: Commercial Cartage Company,
Toronto)

APPLICATION UNDER SECTION 79 DISPOSED OF DURING JUNE 1962

1988-61-M: Bricklayers' and Masons' Union Local No. 1, Ontario, of the Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. The Steel Company of Canada Limited (Hamilton) (Respondent)

The Board endorsed the Record as follows:

"After carefully considering all the evidence and the representations of the parties, the Board finds that crew foremen exercise managerial functions within the meaning of section 1, subsection 3(b) of The Labour Relations Act and are not, therefore, employees within the meaning of section 1, subsection (3). The Board makes no determination as to whether the crew foremen were covered by the collective agreement (Exhibit 7) on file with the Board."

Board Member, D. B. Archer dissented and said:

"I dissent. In my opinion, the crew foremen do not exercise managerial functions and are employees within the meaning of The Labour Relations Act. However, I make no finding as to whether these persons are covered by the collective agreement (Exhibit 7), since this is a matter for arbitration."

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED
OF DURING JUNE 1962

3923-62-U: Argosy Carriers Limited (London Terminal) (Applicant) v. James Waller et al (Respondents). (WITHDRAWN).

3924-62-U: Argosy Carriers Limited (Hamilton Terminal) (Applicant) v. Allen Erbest et al (Respondents). (WITHDRAWN).

3925-62-U: Argosy Carriers Limited (Kitchener Terminal) (Applicant) v. Edgar Ditner et al (Respondents). (WITHDRAWN).

3926-62-U: Argosy Carriers Limited (Clinton Terminal) (Applicant) v. Thomas W. Cole et al (Respondents). (WITHDRAWN).

3927-62-U: Argosy Carriers Limited (Applicant) v. Robert Alexander et al (Respondents). (WITHDRAWN).

3929-62-U: Argosy Carriers Limited (Toronto Terminal) (Applicant) v. Kenneth Boldt et al (Respondents). (WITHDRAWN).

3963-62-U: Neil Hansen Cartage Ltd., (Applicant) v. A. Madsen et al (Respondents). (DISMISSED).

The Board endorsed the Record as follows:

"The applicant having requested leave to withdraw its application in this matter, the Board following its usual practice dismisses the application of the applicant."

3965-62-U: Stanton Fuels & Cartage (Applicant) v. Claude Pollard et al (Respondents). (DISMISSED).

The Board endorsed the Record as follows:

"The applicant having failed to appear at the hearing of this application, this application is dismissed."

3967-62-U: J.A. Service & Company Limited, for and on behalf of itself and for the Cartage Union Relations Bureau representing twenty-one (21) Companies (Applicant) v. Warehousemen & Miscellaneous Drivers' Union Local 419 affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Respondent). (GRANTED IN PART: DISMISSED IN PART).

The Board endorsed the Record as follows:

"No objection was taken at the hearing by the respondent to the way in which the names of the applicants appear in the application. In the circumstances, the Board treats the application as an application brought by J.A. Service Company Limited and The Cartage Union Relations Bureau.

Since the evidence before us does not establish that the respondent called or authorized any employees of the applicant J.A. Service Company Limited to engage in an unlawful strike, the application in so far as the same is brought by this applicant is dismissed.

While there is evidence of employees of Commercial Cartage Limited, H.C. Stone & Sons Limited and G. & C. Cartage participating in a work stoppage, there was insufficient evidence presented at the hearing to warrant a finding that such work stoppage constituted a strike which was called or authorized by the named respondent union.

Assuming but without expressing any opinion with respect thereto, that the evidence establishes that the employees of William Harris Cartage Ltd. and Lynch Cartage Limited did engage in a work stoppage which constituted an unlawful strike called or authorized by the respondent, the evidence discloses that the employees of these firms returned to work before the hearing herein. In accordance with the principles enumerated in the Ball Brothers Case, C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-1959, 16,091 and in the exercise of our discretion in the circumstances of this case, we find that no declaration should issue with respect to the respondent calling or authorizing such a strike of employees of William Harris Cartage Ltd. and Lynch Cartage Limited.

On the evidence presented we are satisfied that on or about June 7th, 1962, the named respondent did call or authorize employees of the following member firms of the applicant, The Cartage Union Relations Bureau, to engage in a strike contrary to section 54 (2)

of The Labour Relations Act: Mack Cartage Limited, Toronto Cartage Co., and Tomlinson Cartage Limited. Accordingly, and pursuant to section 67 of the Act, the Board declares that on or about June 7th, 1962, the respondent did call or authorize an unlawful strike of employees of Mack Cartage Limited, Toronto Cartage Co. and Tomlinson Cartage Limited.

Board Member G.R. Harvey dissented and said:

"I dissent, in my view the applicants have failed to prove the essential ingredients for issuing a declaration with respect to the respondent calling or authorizing any unlawful strike of any of the employees of the employers mentioned. Further, there is no evidence that the Cartage Union Relations Bureau authorized J.A. Service & Company Limited to bring the application on its behalf and in this respect the application itself is defective."

3968-62-U: J.A. Service & Company Limited, for and on behalf of itself and for the Cartage Union Relations Bureau, representing twenty-one (21) Companies (Applicant) v. Mr. Lloyd Merritt (Respondent). (DISMISSED).

3969-62-U: J.A. Service & Company Limited, for and on behalf of itself and for the Cartage Union Relations Bureau, representing twenty-one (21) Companies (Applicant) v. Mr. Jack Robinson (Respondent). (DISMISSED).

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING

JUNE 1962

3224-61-U: Toronto Photo-Engravers' Union, Local 35, I.P.E.U. of N.A. (Applicant) v. London Stamp & Stencil (Ontario) Ltd. (Toronto) (Respondent). (WITHDRAWN).

3410-62-U: The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A. & L. Lafreniere Lumber (Respondent). (DISMISSED).

3411-62-U: The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A. J. Payette (Chapleau) (Respondent). (DISMISSED).

3412-62-U: The Lumber and Sawmill Workers Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. A. & L. Plywood Limited (Chapleau) (Respondent). (DISMISSED).

3944-62-U: International Union of Operating Engineers, Local 700 (Applicant) v. Aldershot Coldstorage Company (Aldershot) (Respondent). (WITHDRAWN).

COMPLAINTS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)

DISPOSED OF DURING JUNE 1962

2790-61-U: Food Handlers' Local Union 175, of the Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Steinberg's Limited (Rexdale, Ontario) (Respondent)

3112-61-R: Amalgamated Clothing Workers of America (Complainant) v. Canadian Pajama & Shirt Company Ltd. (Respondent).

3206-61-U: Building Service Employee's International Union (Complainant) v. Bender Caskets Limited (Respondent)

3216-61-U: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Plaza Chevrolet Oldsmobile Limited (Respondent)

3220-61-U: District 50, United Mine Workers of America (on behalf of Mrs. Marie Sorci) (Complainant) v. R.R. McKinnon Manufacturing Ltd. (Respondent)

3225-61-U: Toronto Photo-Engravers' Union, Local 35, I.P.E.U. of N.A. (Complainant) v. London Stamp & Stencil (Ontario) Ltd. (Respondent). (WITHDRAWN).

3654-62-U: Food Handlers' Local Union 175 of the Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Busy B Discount Foods Limited (Respondent)

3655-62-U: Local Union 633 of the Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Busy B Discount Foods Limited (Respondent)

3796-62-U: Sudbury General Workers Union, Local 101, CLC (Complainant) v. Caswell Motor Hotel (Respondent)

3911-62-U: Upholsterers' International Union of N.A. Local 30 (Complainant) v. Master Bilt Chesterfield Co. (Respondent)

3918-62-U: United Steelworkers of America (Complainant)
v. McIntyre Porcupine Mines Limited Castle Division
(Respondent)

TRUSTEESHIP REPORT

T14-61 Local 4035 United Steelworkers of America

The United Steelworkers of America has applied for consent to continue the duration of the trusteeship of Local 4035, United Steelworkers of America, notice of which was filed with the Board the 4th day of April, 1961.

The Board directed the applicant to serve on each member of record of Local 4035, United Steelworkers of America, a copy of the Registrar's notice of the application wherein the members of record were advised of the application, and were further advised that, unless a statement of objections and desire to make representations in connection with the application was received by the Board within the time appointed in the Notice to the Members, the application for consent to continue the trusteeship would be dealt with by the Board without further notice to the members.

The applicant has submitted to the Board a statutory declaration in proof of service on each and every member of Local 4035, United Steelworkers of America of a copy of the Registrar's Notice.

No statement of objections and desire to make representations has been filed with the Board within the time fixed in the Registrar's Notice to the Members in this matter.

The Board, pursuant to the provisions of subsection 2 of section 60 of The Labour Relations Act, consents to the continuation of the supervision or control assumed by the United Steelworkers of America over Local 4035, United Steelworkers of America.

This decision is subject to reconsideration by the Board under subsection 1 of section 79 of The Labour Relations Act if the United Steelworkers of America should fail to:

- (a) file with the Board such additional information as the Board may require of the United Steelworkers of America, and
- (b) do such act as may be required of the United Steelworkers of America by the Board.

SPECIAL ENDORSEMENTS IN CONCILIATION APPLICATIONS DISPOSED OF BY THE BOARD

2303-61-C: General Truck Drivers' Union, Local 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Burlington Brick Company Limited (Respondent). (DISMISSED JUNE, 1962.)

The Board endorsed the Record as follows:

"Following the listing of this matter for hearing on March 26th, 1962, counsel for the respondent informed the Board that the respondent had sold its plant and equipment at Burlington to Con-Lite Products Limited and that the respondent had discontinued its operations at Burlington and had no employees there. At the hearing counsel for the respondent agreed to provide any information that might be required by counsel for the applicant to enable him to determine whether the applicant should proceed with the instant application. The matter was thereupon adjourned sine die with either counsel having the right to request the Board for a further hearing. The Board was informed that counsel for the applicant requested certain information on March 16th, 1962 and it appears that counsel for the respondent provided the requested information by letter dated March 28th, 1962. On April 17th, 1962, counsel for the respondent requested counsel for the applicant to advise him as to the applicant's position in the matter and, on April 25th, requested the Board to direct the applicant to advise him as to its position. On April 26th, the Registrar requested counsel for the applicant to file his comments on the respondent's request with the Board on or before May 3rd. On his failure to do so and in accordance with the instructions of the Board the Registrar, on May 23rd, directed the applicant to have its comments before the Board on or before May 29th. The applicant and its counsel have failed to comply with the direction of the Board in the circumstances the Board directs that this proceeding be and it is hereby terminated."

3579-62-C: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Bartoz Carpenters (Respondent). (REFERRED JUNE, 1962).

The Board endorsed the Record as follows:

"On the basis of the evidence before the Board, the applicant's request that conciliation services be made available to the parties is granted with respect to the employees of A. Barone and A. Tozzi, carrying on business under the firm name and style of L. Bartoz Carpentry in the bargaining unit described as follows: "journeymen carpenters, apprentices, improvers and foremen "in an area which"shall extend to a radius of twenty-five miles from the Toronto City Hall" and which area "shall also include the town of Newmarket and the area lying South of Highway Number Seven (7) running East of Highway Number Eleven (11) so that this area shall cover amongst others, the towns of Whitby and Oshawa". Reference may to the reasons given in the New Method Laundry Case (1957) C.C.H. Canadian Labour Law Reports 16,059; C.L.S. 76,533."

PART 2

STATISTICAL TABLES

1.	Applications and Complaints to the Ontario Labour Relations Board	S10
2.	Hearings of the Labour Relations Board	S10
3.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S11
4.	Applications and Complaints Disposed of by Board by Major Types	S12
5.	Representation Votes in Certification Applications Disposed of by Board	S13
6.	Representation Votes in Termination Applications Disposed of by Board	S14

TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Number of applications filed
June '62 1st 3 months of fiscal year
 62-63 61-62

	74	226	207
I. Certification			
II. Declaration Terminating Bargaining Rights	6	15	18
III. Declaration of Successor Status	1	2	1
IV. Conciliation Services	108	406	372
V. Declaration that Strike Unlawful	20	22	12
VI. Declaration that Lockout Unlawful	-	3	1
VII. Consent to Prosecute	11	35	26
VIII. Complaint of Unfair Practice in Employment (Section 65)	19	42	38
IX. Miscellaneous	5	7	8
TOTAL	<u>244</u>	<u>758</u>	<u>683</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

Number
June '62 1st 3 months of fiscal year
 62-63 61-62

Hearings & Continuation of Hearings by the Board	110	354	260
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TABLE III
SII -

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR
RELATIONS BOARD BY MAJOR TYPES

	June '62	1st 3 months 62-63	of fiscal year 61-62
I. Certification	77	235	180
II. Declaration Terminating Bargaining Rights	9	23	16
III. Declaration of Successor Status	-	-	-
IV. Conciliation Services	142	407	394
V. Declaration that Strike Unlawful	11	13	9
VI. Declaration that Lockout Unlawful	-	3	1
VII. Consent to Prosecute	5	25	23
VIII. Complaint of Unfair Practice in Employment (Section 65)	11	30	33
IX. Miscellaneous	<u>1</u>	<u>2</u>	<u>5</u>
TOTAL	<u>256</u>	<u>738</u>	<u>661</u>

TABLE VI

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS BOARD
BY TYPES AND BY DISPOSITION

Disposition	June '62			1st 3 mos. fiscal yr.		
	62-63	61-62	'62	62-63	61-62	

*Employees

1. Certification

Certified	56	160	111	1240	4267	2281
Dismissed	14	48	48	519	2781	2281
Withdrawn	7	27	21	221	504	774
TOTAL	77	835	180	1980	2552	5336

Termination of Bargaining Rights

Terminated	5	18	6	105	440	84
Dismissed	3	4	9	101	104	153
Withdrawn	1	1	1	52	52	-
TOTAL	9	23	16	258	596	237

*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.

S13 APPLICATIONS DISPOSED OF BY THE
BOARD (continued)

Number of appl'ns disposed of
June 1st 3 months of fiscal year
'62 62-63 61-62

III. Conciliation Services*

Referred	124	366	376
Dismissed	2	4	6
Withdrawn	<u>16</u>	<u>37</u>	<u>12</u>
TOTAL	<u><u>142</u></u>	<u><u>407</u></u>	<u><u>394</u></u>

VI. Declaration that
Strike Unlawful

Granted	1	1	1
Dismissed	4	4	1
Withdrawn	<u>6</u>	<u>8</u>	<u>8</u>
TOTAL	<u><u>11</u></u>	<u><u>13</u></u>	<u><u>9</u></u>

V. Declaration that
Lockout Unlawful

Granted	-	-	-
Dismissed	-	3	1
Withdrawn	-	-	-
TOTAL	<u>-</u>	<u>3</u>	<u>1</u>

VI. Consent to Prosecute

Granted	-	9	7
Dismissed	3	3	4
Withdrawn	<u>2</u>	<u>13</u>	<u>31</u>
TOTAL	<u><u>5</u></u>	<u><u>25</u></u>	<u><u>42</u></u>

*Includes applications for conciliation services re unions claiming successor status.

TABLE V
REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED OF BY THE BOARD

	June '62	Number of Votes	
		1st 3 months of fiscal year 62-63	61-62

*Certification After Vote

pre-hearing vote	5	11	11
post-hearing vote	3	7	11

Dismissed After Vote

pre-hearing vote	3	7	4
post-hearing vote	5	17	17
TOTAL	<u>16</u>	<u>42</u>	<u>43</u>

*Includes applicant-intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI
REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF BY THE BOARD

	June '62	Number of Votes	
		1st 3 months of fiscal yr. 62-63	61-62

*Respondent Union Success-

ful	1	4	-
Respondent Union Unsuccess-			
cessful	<u>3</u>	<u>4</u>	<u>6</u>

TOTAL	<u>4</u>	<u>8</u>	<u>6</u>
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*In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent incumbent union is thus the respondent.

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